LINWOOD L. CLARK :

VS.

Mercantile Trust Company of Baltimore, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, and Constance Harrison, nee Constance Hart and Grace Hart, non-residents of the State of Maryland, and the Salvation Army, a body corporate of the State of Georgia, a foreign corporation duly qualified in the State of Maryland :

NO. 7782 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, says, by authority of Section 14 of the Will herein filed, and as a citizen of Anne Arundel County:

1. THAT Walter H. Hart, late of Annapolis, Anne Arundel County, Maryland, deceased, departed this life on the 21st day of March, 1937, leaving a Last Will and Testament, which was heretofore propounded and admitted to probate by the Orphans' Court of Anne Arundel County, Maryland, on the 24th day of March, 1937, and is now so recorded in the office of the Register of Wills of Anne Arundel County in Liber W.M.H. No. 1, folio 192, a certified copy of said Will and Testament being filed herewith and prayed to be taken as part hereof, marked "Complainant's Exhibit 'A.'"

2. THAT the estate of the said Walter H. Hart is now being administered in the Orphans' Court of Anne Arundel County; and on the 13th day of July, 1937, an inventory of the personal estate was passed by Order of the Orphans' Court of Anne Arundel County showing that the personal assets of the said estate amount to $25,317.27; and on the 14th day of

Filed March 20, 1939

October, 1937, an inventory of real estate was passed by Order of the Orphans' Court showing that the real estate amounts to $237,650.00. That in addition thereto, the list of debts due the estate amounts to $4,360.83. That the estate is located at Annapolis and its environs. That in addition to the above, there are other assets which have not as yet been discovered.

3. THAT by items second, third, fourth, fifth, fourteenth and eighteenth (the last item) of the said Will, the Testator provided as follows:

"SECOND: I hereby constitute and appoint the Mercantile Trust Company of Baltimore to be the Executor of this my Last Will and Testament and direct it to take charge of, manage and distribute my entire estate, real, personal and mixed, of whatsoever kind and wheresoever the same may be situate, in accordance with the instructions hereinafter set forth."

"THIRD: I desire my said Executor to collect the income from my said estate, to pay all taxes and any other necessary and proper expenses, including the usual commissions to itself, and to convert my entire estate into cash as promptly as may be done after my death. In view of the fact that a considerable part of my estate consists of real property situate in the City of Annapolis, and in Anne Arundel County, Maryland, and in view of the present condition of the real estate market, I realize that it may require several years for my said Executor to accomplish this conversion. I desire my said Executor to proceed with the conversion in such a manner as may produce the largest amount of cash for my estate and I accordingly allow my said Executor a period of ten years in which to complete the said conversion, but in no event shall my said Executor extend the conversion period beyond ten years

from the date of my death."

"FOURTH: I direct my said Executor to make an accounting at the end of each year after my death of the funds arising from rents, mortgages, interest, cash on hand, securities and the conversion of my estate into cash, and to pay such cash as may then be in the hands unto my various beneficiaries as hereinafter set forth, but to withhold a sum of One Thousand Dollars ($1,000.00) for working capital."

"FIFTH: For the purpose of converting my said estate as aforesaid, and for any other purpose in the administration or distribution thereof, I authorize and empower my said Executor to sell and dispose of any part of said estate, real or personal, and to execute such deed or deeds as may be necessary and appropriate to convey the same to the purchasers or distributees thereof, without the necessity of the order of any court whatsoever, and any such purchaser shall be relieved of the necessity of seeing to the application of the purchase money. The judgment of my Executor shall be conclusive as to the value of any property or securities included in any sale or division of my estate or any part thereof, or in any payment or delivery of any part of the corpus thereof herein directed to be made, and it shall not be necessary for my Executor at any time to employ any appraisers or to apply to any court whatsoever for any order ratifying or approving any such sale, division, payment or delivery of any part of my said estate."

"FOURTEENTH: I give and bequeath my nine stone diamond stick pin, cluster, set in red gold, to Judge Linwood L. Clark, as a token of remembrance, requesting him to see

that this, my last will and testament is faithfully carried out, with justice to everyone."

"LASTLY: I give and bequeath the remainder or residuary of my estate, real, personal and mixed, corpus, income or otherwise, to the Salvation Army, a body corporate, Annapolis Branch. I desire this fund to be available to it for the purpose of making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy."

4. THAT the said Mercantile Trust Company of Baltimore has qualified as Executor and is proceeding to administer the estate.

5. THAT the Salvation Army referred to in Item Eighteen of said Will, as will appear by the Complainant's Exhibit "A," is a body corporate of the State of Georgia, but has qualified in Maryland and has its principal office in this state at No. 1601 West Baltimore Street, Baltimore, Maryland, and has branch offices in various towns and cities in the United States, including a branch office in Annapolis, which is devoted to Christian humanitarian and charity work in the City of Annapolis and Anne Arundel County. That, as will appear from the said item of the Will, the Testator, who had lived for a great number of years in the City of Annapolis, was familiar with the work being done by the Annapolis branch of the Salvation Army and

intended that the said Annapolis branch was to be the beneficiary of the fund referred to in the said item of the Will, and that the said corporation, the Salvation Army, Annapolis branch, should apply said benefits in making any extension or improvements to its present headquarters, located at No. 47 Randall Street, Annapolis, Maryland, which he had previously deeded to it free and clear of any encumbrances, and to feed the hungry and to clothe the naked, and to help the unfortunate citizens of Annapolis and in Anne Arundel County.

6. THAT by Item Fourteen of the Will, the complainant, a resident and taxpayer of Anne Arundel County, was requested to see that this, the Testator's Last Will and Testament, "was faithfully carried out with justice to everyone." That under one construction, the words of this item may be so construed as to constitute your orator a trustee or of having been given the power to see that the Testator's Last Will and Testament was faithfully carried out, which result your orator wishes to have accomplished. That under another construction, your orator would have no such rights, powers or duties. That your orator is actuated by what he feels is his duty under the Testator's express request and by what he feels was the apparent intention of the Testator with respect to the disposition of the residue of his estate.

7. THAT after the filing of said Will for probate, Constance Harrison, nee Constance Hart, and Grace Hart, two of the defendants herein, who reside at No. 19 Spencer Mansions, Queen's Club Gardens, London, W. 14, England, on the 20th day of April, 1937, filed a caveat to the Will in the Orphans' Court of Anne Arundel County alleging that the Testator was mentally incompetent at the time of the making of the Will;

that your Orator is informed, verily believes and therefore alleges that said caveat has been disposed of, with the result that said Will has been or will be ultimately validated as the Last Will and Testament of Walter H. Hart; that since this caveat, which was filed soon after its probate, it has been the purpose of your orator to file this bill for construction of said Will when and if validated.

8. THAT under one construction of Item Third, Fourth, Fifth and Fourteenth of the Will, the said executor would have the sole judgment and discretion as to time, not exceeding in all ten years, within which a sale of the real or personal property of the Testator is to be made, as well as to price at which the same is to be sold. Under another construction of said items of the Will, the judgment and discretion of the executor is not conclusive but is subject to the rule that the executor must effect a sale as soon as reasonably possible and must sell for not less than a fair market value thereof.

9. THAT your orator is informed, verily believes and therefore alleges that the Salvation Army, a body corporate of the State of Georgia, referred to in Item Eighteen of the Will, has, during a long period of time, pursued a policy of applying funds given to it for charitable and humanitarian uses, not only in the State of the donor or to the uses of the branches of said corporation in such state, but also to like purposes in other states, cities and towns of the United States; and if this bequest should be construed as a direct gift to said corporation, it would be within its power to so apply said fund; that under one construction, the said Salvation

Army, incorporated, would be free to do so; but under another construction, which your orator respectfully submits as a true one, the said complainant must apply said funds, or the income from same, solely to the Annapolis branch of the said corporation, and for the purposes set forth in Item Eighteen of the Will, and referred to in Paragraph Five of this bill of complaint; that there are other provisions of the Will which seem to be conflicting, and a proper construction by this Honorable Court in order that your orator may know definitely what his duties and powers are in the above estate is necessary. That your orator is reliably informed, verily believes and therefore alleges that the direct gift construction has been adopted by the defendant, the Salvation Army, incorporated, which construction would defeat the evident intention of the Testator.

11. THAT due to the intricate questions involved, the powers and processes of the Orphans' Court are inadequate to accomplish the purposea alleged in this bill of complaint. TO THE END, THEREFORE:

a. THAT this Honorable Court may take jurisdiction in the premises and construe the Will of the Testator.

b. THAT your orator may have such other and further relief as the circumstances of his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orator the writ of subpoena directed to the defendants, the Mercantile Trust Company of Baltimore, a body corporate of the State of Maryland, and the Salvation Army, incorporated, a body corporate of the State of Georgia, a corporation which has qualified in Maryland and has its principal office in this state at No. 1601 West Baltimore Street, Baltimore, Maryland, advising them

of the substance and object of this bill of complaint and warning them to be and appear in this Honorable Court on some certain day to be named therein to answer the premises and abide by any decree that may be passed therein.

MAY IT PLEASE YOUR HONORS to grant unto your orator the order of publication, giving notice to the defendants, Constance Harrison, nee Constance Hart, and Grace Hart, who are non-residents of the State of Maryland, of the substance and object of this bill of complaint, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause, if any they may have, why a decree ought not to be passed as prayed.

AND AS IN DUTY BOUND, ETC.

Hyman Dimberg

Raymond R. Clark

Solicitors for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of March 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LINWOOD L. CLARK, the complainant; and he made oath in due form of law that the matters and facts set out in the aforegoing bill of complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Grace E. Day

Notary Public

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
VS.	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Last Will and Testament of Walter H. Hart, Deceased, et al.	:	ANNE ARUNDEL COUNTY,
	:	In Equity.

No. 7782

Filed March 29, 1939

MR. CLERK:

Please enter our appearance in the above cause as Solicitors for Grace Hart and Constance Harrison, Defendants.

Richard B. Dippell
Carlyle Baker
Solicitors for Defendants,
Grace Hart and Constance Harrison.

LAST WILL AND TESTAMENT

OF

WALTER H. HART

I, Walter H. Hart, of Anne Arundel County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this instrument of writing as and for my Last Will and Testament, hereby revoking all other Wills heretofore by me made.

FIRST: I direct that all my just debts and funeral expenses be paid as promptly as possible after my death, and I hereby authorize and empower my Executor, hereinafter named, to expend such sum in connection with my funeral and in the erection of a suitable stone or tablet at my grave as to it may seem right and proper.

SECOND: I hereby constitute and appoint the Mercantile Trust Company of Baltimore to be the Executor of this my Last Will and Testament and direct it to take charge of, manage and distribute my entire estate, real, personal and mixed, of whatsoever kind and wheresoever the same may be situate, in accordance with the instructions hereinafter set forth.

THIRD: I desire my said Executor to collect the income from my said estate, to pay all taxes and any other necessary and proper expenses, including the usual commissions to itself, and to convert my entire estate into cash as promptly as may be done after my death. In view of the fact that a considerable part of my estate consists of real property situate in the City of Annapolis, and in Anne Arundel County, Maryland, and in view of the present condition of the real estate market, I realize that it may require several years for my said Executor to accomplish this conversion. I desire my said Executor to proceed with the

First Page of my Will Walter H. Hart

Filed - April 5, 1939
Refiled - Oct. 13/39

conversion in such a manner as may produce the largest amount of cash for my estate and I accordingly allow my said Executor a period of ten years in which to complete the said conversion, but in no event shall my said Executor extend the conversion period beyond ten years from the date of my death.

FOURTH: I direct my said Executor to make an accounting at the end of each year after my death of the funds arising from rents, mortgages, interest, cash on hand, securities and the conversion of my estate into cash, and to pay such cash as may then be in its hands unto my various beneficiaries as hereinafter set forth, but to withhold a sum of One Thousand Dollars ($1000.00) for working capital.

FIFTH: For the purpose of converting my said estate as aforesaid, and for any other purpose in the administration or distribution thereof, I authorize and empower my said Executor to sell and dispose of any part of said estate, real or personal, and to execute such deed or deeds as may be necessary and appropriate to convey the same to the purchasers or distributees thereof, without the necessity of the order of any court whatsoever, and any such purchaser shall be relieved of the necessity of seeing to the application of the purchase money. The judgment of my Executor shall be conclusive as to the value of any property or securities included in any sale or division of my estate or any part thereof, or in any payment or delivery of any part of the corpus thereof herein directed to be made, and it shall not be necessary for my Executor at any time to employ any appraisers or to apply to any court whatsoever for any order ratifying or approving any such sale, division, payment or delivery of any part of my said estate.

SIXTH: Resting upon the judgement of Sir Joseph Deveen and other international art experts, I believe that certain of my oil paintings, by old masters of four hundred years ago, are of

Second page of my will

great value; expecially "Faith" by Vecelli Titian, and "She sees the Light" by A. Seardino. Therefore great care should be exercised in disposing of them.

SEVENTH: I direct my said executor to pay to my two daughters Constance Hart and Grace Hart, residing at #19 Spencer Mansions, Queen's Club Gardens, London, W.14, England, the sum of Two Hundred Dollars ($200.00) each, per month, for a period of ten years, (should they live so long), commencing one month after my death, as they already have a life income from their Grand father's estate.

EIGHTH: I give and bequeath the sum of Five Hundred Dollars ($500.00) to Theodore Burgess, for faithful services, should he be in my employ at the time of my death.

NINTH: I give and bequeath the sum of Five Hundred Dollars ($500.00) to Dorothy E. Hugg, for faithful services, should she be in my employ at the time of my death.

TENTH: I give and bequeath the sum of Five Hundred Dollars ($500.00) to Mrs. Bertha May Foust, for faithful services, should she be in my employ at the time of my death.

ELEVENTH: I give and bequeath to Arthur E. Hall, for faithful services, the sum of One Hundred Dollars ($100.00).

TWELFTH: I give and bequeath to Phillip Ennis and Elizabeth Ennis, the sum of One Dollar ($1.00) each, as both have proven to be unfaithful, after many years of service.

THIRTEENTH: I give and bequeath to the Annapolis Emergency Hospital, the sum of One Dollar ($1.00) as the Board of Managers of this hospital has attempted to grab land that I have owned for many years.

FOURTEENTH: I give and bequeath my nine stone diamond stick pin cluster, set in red gold, to Judge Linwood L. Clark, as a token of remembrance, requesting him to see that this, my last will and testament is faithfully carried out, with justice to everyone.

FIFTEENTH: I give and bequeath my nine stone diamond cluster stick pin, set in white gold, to George B. Woelfel, as a tokenof

Third page of my will
Walter H. Hall

remembrance.

SIXTEENTH: I give and bequeath my six volume set of Longfellow's works, illustrated, and an oil painting, "Cattle and Goat", to Elfried Shawn, an old employee of unusual intellectuality.

SEVENTEENTH: I give and bequeath my ten volume set of "Crowned Masterpieces of Literature", edited by David J. Brewer, to Albert Jerome Goodman as a token of remembrance.

LASTLY: I give and bequeath the remainder or residuary of my estate, real, personal and mixed, corpus, income or otherwise, to the Salvation Army, a body Corporate, Annapolis Branch. I desire this fund to be available to it for the purpose of making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the ~~hungry and to~~ clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of August, 1936.

Walter H. Hart, (SEAL)

Signed, sealed, published and declared by the above named Testator, Walter H. Hart, as and for his Last Will and Testament, in the presence of the undersigned, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Nettie M. Revelle
Eastport, Maryland.

Albert J. Goodman
72 Church Circle,
Annapolis, Md.

Fifth page of my Will
Walter H. Hart

Fourth page of my Will
Walter H. Hart

Anne Arundel County, Ss:

On the 24th day of March, 1937
came Mercantile Trust Company of Baltimore, by A. F. Dempsey, Trust Officer
and made Oath in due form of law, that he does not know of any Will or
Codicil of Walter H. Hart
late of said County, deceased, other than the above instrument of writing, and that ~~he~~ the company
~~received the same from~~ had the same in its possession since date of execution.
Testator died on the 21st day of March, 1937.

~~on or about the day of 193~~

Sworn to before the subscriber

TEST: Lucy S. Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 24th day of March, 1937
came Nettie M. Revelle and Albert J. Goodman
subscribing witnesses to the aforegoing last Will and Testament of Walter H. Hart
late of said County, deceased, and made oath in
due form of law, that they did see the Testator, Walter H. Hart
sign and seal this Will; that they heard him publish, pronounce and
declare the same to be his last Will and Testament, that at the time of
his so doing he was, to the best of their apprehension, of sound
and disposing mind, memory and understanding; and that they ~~together with~~

subscribed their names as witnesses to this Will in his presence, at
his request and in the presence of each other.

Sworn to before the subscriber,

TEST: Lucy S. Holladay

Register of Wills for Anne Arundel County.

3,500—1-30—M. & T.

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IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY.

The Register of Wills after having carefully examined the above Last Will and Testament of Walter H. Hart late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 24th day of March, 1937, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Walter H. Hart, deceased.

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

Lucy S. Holladay
Register of Wills for Anne Arundel County

STATE OF MARYLAND

Anne Arundel County

LIBER 73 PAGE 16

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Walter H. Hart *late of said County deceased* together with proof and probate thereof *taken from* Wills Liber W.M.H. 1 folio 192, which is one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 5th *day of* April *in the year of our Lord, nineteen hundred and thirty* nine

R. Glenn Prout

Register of Wills for Anne Arundel County.

LINWOOD L. CLARK :

VS.

Mercantile Trust Company of Baltimore, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, and Constance Harrison, nee Constance Hart and Grace Hart, non-residents of the State of Maryland, and the Salvation Army, a body corporate of the State of Georgia, a foreign corporation duly qualified in the State of Maryland :

NO. 7782 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

AMENDED BILL OF COMPLAINT

.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, by authority of Section 14 of the Will herein filed, requesting your orator " to see that this,my last will and testament is faithfully carried out with justice to everyone"; and as a citizen of Anne Arundel County, by authority of acts of 1931 ch 453--respectfully says:

Filed April 5, 1939

1. THAT Walter H. Hart, late of Annapolis, Anne Arundel County, Maryland, deceased, departed this life on the 21et day of March, 1937, leaving a Last Will and Testament, which was heretofore propounded and admitted to probate by the Orphans' Court of Anne Arundel County, Maryland, on the 24th day of March, 1937, and is now so recorded in the office of the Register of Wille of Anne Arundel County in Liber W. M. H. No. 1, folio 192, a certified copy of said Will and Testament being filed herewith and prayed to be taken as part hereof, marked "Complainant's Exhibit 'A.'"

2. THAT the estate of the said Walter H. Hart is now being administered in the Orphans' Court of Anne Arundel County; and on the 13th day of July, 1937, an inventory of the personal estate was passed by Order of the Orphans' Court of Anne Arundel County showing that the personal assets of the said estate amount to $25, 317.27; and on the 14th day of October, 1937, an inventory of real estate was passed by Order of the Orphans' Court showing that the real estate amounts to $237,650.00. That in addition thereto, the list of debts due the eetate amounte to $4,360.83. That the eetate ie located at Annapolis and its environs. That in addition to the above, there are

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other assets which have not as yet been discovered.

3. THAT by items second, third, fourth, fifth, fourteenth and eighteenth (the last item) of the said will, the Testator provided as follows:

"SECOND: I hereby constitute and appoint the Mercantile Trust Company of Baltimore to be the Executor of this my Last Will and Testament and direct it to take charge of, manage and distribute my entire estate, real, personal and mixed, of whatsoever kind and wheresoever the same may be situate, in accordance with the instructions hereinafter set forth."

"THIRD: I desire my said Executor to collect the income from my said estate, to pay all taxes and any other necessary and proper expenses, including the usual commissions to itself, and to convert my entire estate into cash as promptly as may be done after my death. In view of the fact that a considerable part of my estate consists of real property situate in the City of Annapolis, and in Anne Arundel County, Maryland, and in view of the present condition of the real estate market, I realize that it may require several years for my said Executor to accomplish this conversion. I desire my said Executor to proceed with the conversion in such a manner as may produce the largest amount of cash for my estate and I accordingly allow my said Executor a period of ten years in which to complete the said conversion, but in no event shall my said Executor extend the conversion period beyond ten years from the date of my death."

"FOURTH: I direct my said Executor to make an accounting at the end of each year after my death of the funds arising from rents, mortgages, interest, cash on hand, securities and the conversion of my estate into cash, and to pay such as may then be in the hands unto my various beneficiaries as hereinafter set forth, but to withhold a sum of One Thousand Dollars ($1,000.00) for working capital."

"FIFTH: For the purpose of converting my said estate as aforesaid, and for any other purpose in the administration or distribution thereof, I authorize and empower my said Executor to sell and dispose of any part of said estate, real or personal, and to execute such deed or deeds as may be necessary and appropriate to convey the same to the purchasers or distributees thereof, without the necessity of the order of any court whatsoever, and any such purchaser shall be relieved of the necessity of seeing to the application of the purchase money. The judgment of my Executor shall be conclusive as to the value of any property or securities included in any sale or division of my estate or any part thereof, or in any payment or delivery of any part of the corpus

thereof herein directed to be made, and it shall not be necessary for my Executor at any time to employ any appraisers or to apply to any court whatsoever for any order ratifying or approving any such sale, division, payment or delivery of any part of my said estate."

"FOURTEENTH: I give and bequeath me nine stone diamond stick pin, cluster, set in red gold, to Judge Linwood L. Clark, as a token of remembrance, requesting him to see that this, my Last Will and Testament is faithfully carried out, with justice to everyone."

"LASTLY: I give and bequeath the remainder or residuary of my estate, real, personal and mixed, corpus, income or otherwise, to the Salvation Army, a body corporate, Annapolis Branch. I desire this fund to be available to it for the purpose of making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy."

4. THAT the said Mercantile Trust Company of Baltimore has qualified as Executor and is proceeding to administer the estate.

5. THAT the Salvation Army, a body corporate of the State of Georgia, has qualified in Maryland and has its principal office in this state at No. 1601 West Baltimore Street, Baltimore, Maryland, but it is very doubtful whether the testator had any dealings with the Salvation Army, a body corporate of the State of Georgia; that your orator is informed, verily believes, and therefore alleges that the Annapolis branch of the Salvation Army is in no way connected with the Salvation Army, a body corporate of the State of Georgia; that your orator has joined the Salvation Army, a body corporate of the State of Georgia, as a party defendant herein because the said corporation is claiming the fund left by the said testator, the late Walter H. Hart; that the Salvation Army, proper, is a voluntary unincorporated association, but controls numerous corporations in the United States and other countries of the world.

That, as will appear from the said item of the Will, the Testator, who had lived for a great number of years in the City of Annapolis, was familiar with the work being done by and was for a long time a liberal patron of the Annapolis branch of the Salvation Army and intended that the said Annapolis branch was to take said estate "to be available to it as a fund" and apply said benefits in making any extension or improvements to its present headquarters, located at No. 47 Randall Street, Annapolis, Maryland, and "to feed the hungry and to clothe the naked, and to help the unfortunate citizens of Annapolis and in Anne Arundel County."

6. THAT by Item Fourteen of the Will, the complainant, a resident and taxpayer of Anne Arundel County, was expressly requested by the Testator "To see that this, my Last Will and Testament, is faithfully carried out with justice to everyone." That under one construction, the words of this item may be so construed as to constitute your orator a trustee or of having been given the power to see that the Testator's Last Will and Testament was faithfully carried out, which result your orator wishes to have accomplished. That under another construction, your orator would have no such rights, owers or duties. That your orator is actuated by what he feels is his duty under the Testator's express request and by what he feels was the obvious intention of the Testator with respect to the disposition of the residue of his estate.

7. THAT after the filing of said Will for probate, Constance Harrison, nee Constance Hart, and Grace Hart, two of the defendants herein, who reside at No. 19 Spencer Mansions, Queen's Club Gardens, London, W. 14, England, on the 20th day of April, 1937, filed a caveat to the Will in the Orphans' Court of Anne Arundel County alleging that the Testator was mentally incompetent at the time of the making of the Will; that issues were sent to the Circuit Court for trial; that while these issues were pending, your orator withheld this bill for construction of said will.

8. THAT on or about October 1, 1938, your orator learned of an agreement sought to be made between the heirs of the deceased and the Salvation Army, of Georgia, a body corporate, in which said corporation, with the executor's approval, was treated as the absolute donee of the residuum of said estate under the "Lastly" or 18th Item of said Will.

9. THAT upon learning of the contemplated settlement of said caveat upon the foregoing conditions, your orator sought and obtained an Order of the Orphans' Court

of Anne Arundel County permitting him to intervene as a caveatee; that thereupon, your orator served notice on both caveators and caveatee that he would oppose any settlement of said caveat that recognized the Salvation Army, a body corporate of Georgia, as donee of said residuum estate.

10. THAT said Will has now been unconditionally validated by a verdict in favor of the caveatees; and your orator, in pursuance of his purpose from the beginning, now files this bill for construction of said Will.

11. THAT under one construction of Item Third, Fourth and Fifth of the Will, the sale of said estate by the Executor is directory and mandatory, and the Executor would have the sole judgment and discretion as to time, not exceeding in all ten years, within which a sale of the real or personal property of the Testator is to be made, as well as to price at which the same is to be sold. Under another construction of said items of the Will, the sale of said estate by the Executor is precatory and not directory, and the judgment and discretion of the executor would not be conclusive but subject to the rule of reason and court supervision in the interest of the beneficiaries under said Will.

12. THAT your orator is informed, verily believes and therefore alleges that the Salvation Army, a body corporate of the State of Georgia, has, during a long period of time, pursued a policy of applying funds given to it for charitable and humanitarian uses, not only in the State of the donor or to the uses of the branches of said corporation in such state, but also to like purposes in other states, cities and towns of the United States and possibly abroad; and if this bequest should be construed as an out and out donation or gift to said corporation, it would be within its power to so apply said fund and thus defeat the clear intention of said Testator; that under one construction, contended for by the said Salvation Army, incorporated or absolute donee, it would be free to do as it pleases with its own property; but under another construction, which your orator respectfully submits as the true one, the "Annapolis branch" of the Salvation Army takes the residuum of said estate subject to a trust impressed upon it by the Testator for the purposes set forth in Item Eighteen of the Will, and referred to in Paragraph Five of this bill of complaint; that there are other provisions of the Will which seem to be conflicting, and a proper construction by this Honorable Court in order that your orator may know definitely what his duties and powers are in the above estate is necessary. That your orator is reliably informed, verily believes and therefore alleges that the direct gift construction has been adopted by the defendant, The Salvation

Army, incorporated, and also the Executor, which construction your orator believes would defeat the evident intention of the Testator.

13. THAT the "Annapolis Branch" is not a corporate entity but is an unincorporated group of individuals, officered by a changing or staggered personnel, and is not capable of taking said estate; that in the absence of designation of a legatee capable of taking said estate as trustee, this charitable trust should not fail; but under the Act of 1931, Chapter 453, this Honorable Court should "aid in establishing and enforcing said legacy as one for a charitable trust," and thus make effective the obvious intention of the testator; that this action seems within the purpose of said statute.

14. THAT the testator, by charging your orator with the responsibility of seeing "that his Last Will and Testament was faithfully carried out with justice to everyone," can not reasonably be ignored; that the naming of the Mercantile Trust Company as an executor only, signifies that the testator's intention in this clause requesting your orator to see that his Last Will and Testament was faithfully carried out, must necessarily have had reference to the execution of said trust; that such construction would give effect to all parts of said Will and "with justice to everyone"; that said request was entitely independent of the small legacy to your orator, which was expressly given "as a token of remembrance."

15. THAT due to the intricate questions involved, the powers and processes of the Orphans' Court are inadequate to accomplish the purposes alleged in this bill of complaint. TO THE END, THEREFORE:

a. THAT this Honorable Court may take jurisdiction in the premises, construe the Will of the Testator, and supervise the further administration of said estate.

b. THAT your orator may be appointed Trustee, thus enabling him "to see that this ...Will is faithfully carried out with justice to everyone" as the Testator expressly requested.

c. THAT this Honorable Court advise your orator what duties if any said Will imposes upon him, and what rights he has in the premises.

d. THAT in construing the Will this Honorable Court determine whether the Executor is commanded or compelled, by mere "desire" of the Testator, to sell and convert

this entire estate into cash, regardless of conditions, and free of Court supervision.

THAT your orator may have such other and further relief as the circumstances of his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orator the writ of subpoena directed to the defendants, the Mercantile Trust Company of Baltimore, a body corporate of the State of Maryland, and the Salvation Army, incorporated, a body corporate of the State of Georgia, a corporation which as qualified in Maryland and has its principal office in this state at No. 1601 West Baltimore Street, Baltimore, Maryland, advising them of the substance and object of this bill of complaint and warning them to be and appear in this Honorable Court on some certain day to be named therein to answer the premises and abide by any decree that may be passed therein.

MAY IT PLEASE YOUR HONORS to grant unto your orator the order of publication, giving notice to the defendants, Constance Harrison, nee Constance Har, and Grace Hart, who are non-residents of the State of Maryland, of the substance and object of this bill of complaint, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause, if any they may have, why a decree ought not to be passed as prayed.

AND AS IN DUTY BOUND, ETC.

Hymen Ginsberg

Leonard L. Clark

Solicitors for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of April 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LINWOOD L. CLARK, the complainant; and he made oath in due form of law that the matters and facts set out in the aforegoing bill of complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Grace E. Roth

Notary Public

UPON application of the complainant this 5th day of April, 1939, leave is hereby granted to the complainant to file the foregoing amended bill of complaint.

Filed April 5, 1939

Ridgely P. Melvin

Judge

Linwood L. Clark	" No. 7782	Equity.
	"	
	" In the Circuit Court	
vs.	"	
	" for	
	"	
The Mercantile Trust Co.	" Anne Arundel County.	
, etc. et al.	"	
	"	
	"	

"""""""""""""""""""""""""""

To the Honorable, the Judge of said Court:-

The Petition of the Mercantile Trust Company of Baltimore, Executor of the Last Will and Testament of Walter H. Hart, deceased, Constance Harrison, nee /Constance Hart, Grace Hart and The Salvation Army, a body corporate of the State of Georgia respectfully shows:

1.

That heretofore to wit upon the 5th day of April 1939 the plaintiff in the above entitled cause did file his amended Bill of Complaint and George B. Woelfel as Solicitor for all the defendants admitted service of the same.

Filed April 19, 1939

11.

That the rule day had past before the admission of service and as a result thereof these defendants do not know when they shall be required to file their answer or other pleading.

WHEREFORE YOUR PETITIONERS PRAY:

That an order may be passed by this Honorable Court desiginating the time for the filing of the defendants pleading.

And as in duty bound etc.

George B. Woelfel
Defendant's Solicitor.

It has been agreed between the plaintiff and the solicitor for the defendants that the time limit for the filing of the defendants pleading shall be the 5th day of May 1939.

Linwood L. Clark
Plaintiff

George B. Woelfel
Solicitor for the defendants.

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Filed April 19, 1939

ORDER OF COURT.

Upon the aforegoing Petition and consent, It is this 19 day of April in the year 1939 by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED That the time limited for the defendants to file their pleading in the above entitled cause be and the same is hereby made the 5th day of May 1939

Roger B. Nelson JUDGE.

LINWOOD L. CLARK	:	NO. 7782 EQUITY
VS.	:	IN THE CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY.

- - - - - - -

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now come the Defendants, Constance Harrison, nee Constance Hart, and Grace Hart, by Carlyle Barton and Richard B. Tippett, their Attorneys, and demur to each and every paragraph of the Amended Bill of Complaint filed and exhibited against them in the above entitled cause for the following reasons:

Filed May 4, 1939

FIRST: Because said Amended Bill of Complaint does not state a cause of action which entitles the Plaintiff to any relief in a Court of Equity.

SECOND: Because said Amended Bill of Complaint does not allege facts which show that the Plaintiff has any interest in the subject matter of this suit or any right to the relief prayed.

a) The fact that the Plaintiff is a taxpayer of Anne Arundel County does not confer upon him any enforceable right or interest.

b) The fact that the Plaintiff is a resident or a citizen of Anne Arundel County does not confer upon him any enforceable right or interest.

c) The fourteenth item of the last will and testament of Walter H. Hart, deceased, does not confer upon the Plaintiff any enforceable right or interest.

d) The concurrent existence of the facts referred to in paragraphs a), b) and c) above do not confer upon the Plaintiff any enforceable right or interest.

THIRD: Because no trust is created by the Last Will and

Testament of the said Walter H. Hart, deceased.

FOURTH: Because no trust, enforceable by one in the position of the Plaintiff is created by the Last Will and Testament of the said Walter H. Hart, Deceased.

AND AS IN DUTY BOUND, etc.

Constance Harrison
per G.H.
Grace Hart
Defendants.

Carlyle Boyer
Richard B. Dippert
Solicitors for Defendants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 4th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Grace Hart, one of the Defendants in the above entitled cause, and made oath in due form of law that the above demurrer filed by her herein is not intended for the purpose of delay.

AS WITNESS my hand and Notarial Seal.

Mary G. Herald
Notary Public.

LINWOOD L. CLARK,	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, dec'd, et al.	:	ANNE ARUNDEL COUNTY.

..... : .....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The defendants, Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, and Salvation Army, a body corporate of the State of Georgia, demur to the whole of the plaintiff's amended bill of complaint and for cause of demurrer show -

1. That the plaintiff has not stated in his bill of complaint such a case as entitled him to any relief in equity against the defendants or any of them.

2. That the plaintiff has no interest or title in the subject matters or properties referred to in said bill of complaint, or which would entitled him to any of the relief prayed in said bill of complaint as against any of the defendants.

3. That the plaintiff by his amended bill is setting up a cause of action inconsistent and repugnant to the cause of action set up in his original bill, in that he alleges in the original bill that the Annapolis Branch of the Salvation Army was intended to be the beneficiary of the fund referred to in the 18th or lastly clause of the will, but subject to a trust; presumably precatory in character. The amended Bill of Complaint alleges that the Annapolis Branch of the Salvation Army is incapable of taking the devise and bequest under the 18th or lastly clause of the will, but that nevertheless there is a trust; presumably charit-

Filed May 5, 1939

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able in nature, that should be enforced and that the plaintiff has a right to enforce it and should be appointed Trustee to receive and administer the property.

Venable, Baetjer & Howard
Solicitors for Mercantile Trust Company of Baltimore, Executor.

Robert J. MacGregor
Solicitor for Salvation Army.

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 4th day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, one of the defendants in the above-entitled cause, and made oath in due form of law that the foregoing demurrer is not intended for delay.

WITNESS my hand and Notarial Seal.

Gerard T. Stricker
Notary Public.

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, A body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, deceased, et al.	:	ANNE ARUNDEL COUNTY
	:	Equity No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, and the Salvation Army, a body corporate of the State of Georgia, respectfully shows -

Filed May 5, 1939

1. That your petitioners have this day filed in this cause a demurrer to the Bill of Complaint filed against them and others by Linwood L. Clark.

2. That they are advised that it is necessary and proper that an order be entered by this Honorable Court extending the time to file answer or otherwise plead in this cause, until 10 days after the ruling upon said demurrer.

WHEREFORE, your petitioners pray this Honorable Court to pass an order extending the time to file an answer or otherwise plead, until 10 days after the ruling upon said demurrer.

Mercantile Trust Company of Baltimore

By A. L. Hennessey
TRUST OFFICER

Venable, Baetjer & Howard
Robert J. MacGregor

Salvation Army, a body corporate of the State of Georgia

By Geo. Lucas Crawford
Major, Divisional Commander.

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STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel Co, To-Wit:

I HEREBY CERTIFY, That on this 2nd day of May, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~ Anne Arundel County, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, one of the defendants in the above-entitled cause, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Gordon E. Fellenberger
Notary Public.

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, deceased, et al.	:	ANNE ARUNDEL COUNTY Equity No. 7782

.....

ORDERED by the Circuit Court for Anne Arundel County, upon the foregoing petition and affidavit, that the time of the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, and the Salvation Army, a body corporate of the State ofGeorgia, Defendants herein, to answer or otherwise plead to the Bill ofComplaint of Linwood L. Clark; a demurrer to which was filed by said defendants; be and the same is hereby extended until 10 days after the final ruling by this Court upon said demurrer.

Filed May 5, 1939

May 5, 1939

Rigaly P. Metzger
Judge

LINWOOD L. CLARK	:	NO. 7782 EQUITY
VS.	:	IN THE CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY.

- - - - - -

Filed May 5, 1939

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Constance Harrison, nee Constance Hart, and Grace Hart, Defendants herein, respectfully show unto Your Honor:

FIRST: That they have prepared and filed in this Honorable Court a demurrer in the above case to the Amended Bill of Complaint filed by the Plaintiff.

SECOND: That the demurrer sets up a good and valid defense in the opinion of Your Petitioners.

THIRD: That Your Petitioners respectfully request Your Honor to pass an Order extending the time for Answering said Amended Bill of Complaint for 10 days after the final disposition of the demurrer filed by Your Petitioners in this case.

AND AS IN DUTY BOUND, etc.

Conlyle Barton

Richard B. Tippett

Solicitors for Petitioners.

ORDERED upon the aforegoing Petition by the Circuit Court for Anne Arundel County this 5 day of May, 1939, that the time for Answering the Amended Bill of Complaint in this cause be and the same is extended for ten days after the final disposition of the demurrer filed in this cause.

Ridgely Melvin

Judge

Linwood L. Clark	:	No. Equity
vs.	:	In the Circuit Court
Mercantile Trust Company, a body corporate, executor of the estate of Walter H. Hart, et al	:	for Anne Arundel County

: : : : : : : : : : :

To the Honorable, Chief Judge Francis Neale Parke:

The petition of The Mercantile Trust Company, a body corporate executor of the estate of Walter H. Hart, respectfully shows:

1.

That to the Bill of Complaint in the above entitled matter demurrers were filed on behalf of all defendants unaccompanied by any answers.

2.

That his Honor, Judge Ridgely P. Melvin, due to the fact that he was approached regarding one angle of this case prior to his elevation as one of the judges of this circuit, considers himself disqualified to participate in this proceedings.

Filed June 7, 1939

Wherefore, your Petitioner respectfully moves:

That your Honor sit in judgment in this cause and set a date for the hearing of said demurrers at a convenient time and place agreeable to the Court at its earliest convenience.

And as in duty bound, etc.

George A. Maccful
Solicitor for Mercantile Trust Co.

ORDER OF COURT

Upon the aforegoing petition, it is this 7 day of June in the year 1939, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that the demurrers filed in the above entitled case

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be, and the same are hereby set down for a hearing in Court ~~City on~~ the 7th day of June, 1939, at _____ o'clock A.M. and the Clerk of this Court be, and he is hereby directed to so notify John M. Butler, 1409 Mercantile Trust Building, Baltimore, Maryland, Robert J. MacGregor, 1219 Fidelity Building, Baltimore, Maryland, Richard B. Tippett, 1106 Mercantile Trust Building, Baltimore, Maryland, and Hyman Ginsberg, 110 East Lexington Street, Baltimore, Maryland.

F. Neal Parr

Chief Judge

LINWOOD L. CLARK	:	IN THE
VS.	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, et al.	:	FOR ANNE ARUNDEL COUNTY
	:	No. 7782 - Equity.

- - - - - - - -

Memorandum on behalf of
Constance Harrison, nee Constance Hart and
Grace Hart.

Statement of Facts

This is a demurrer to an amended bill of complaint which amended bill seeks to have the Court assume jurisdiction over the Estate of Walter H. Hart, deceased, appeint the Plaintiff trustee for the assets of said estate and construe the Last Will and Testament of the deceased.

Walter H. Hart died in Annapolis, Anne Arundel County, March 21st, 1937 and his Will was admitted to probate by the Orphans' Court for Anne Arundel County March 24th, 1937. A copy of the will is filed with the amended bill of complaint. The Mercantile Trust Company of Baltimore was appointed Executor by the will and has qualified.

By the fourteenth paragraph of the will a stick pin was given to the Plaintiff, "---- Judge Linwood L. Clark, as a token of remembrance, requesting him to see that this, my Last Will and Testament is faithfully carried out, with justice to everyone".

By the last paragraph of the will the residue of the estate was given "---- to the Salvation Army, a body corporate, Annapolis Branch.----"

On April 20th, 1937 a caveat to the will was filed in the Orphans' Court for Anne Arundel County by Constance Harrison, nee Constance Hart, and Grace Hart, two of the defendants herein and on October 1st, 1938 the Plaintiff

herein "learned of an agreement sought to be made between the heirs of the deceased and the Salvation Army of Georgia, a body corporate, in which said corporation, with the executor's approval, was treated as the absolute donee of the residuum of said estate under the "Lastly" or 18th Item of said Will". The Plaintiff was permitted by the Orphans' Court for Anne Arundel County to intervene in the caveat proceedings as a caveatee. The will was validated by a verdict in favor of the caveatees. The Plaintiff then filed the original bill of complaint in this case which bill was subsequently amended. Demurrers have been filed on behalf of all defendants.

The defendants, Constance Harrison and Grace Hart, demurrer on the grounds that:

FIRST: The Plaintiff has no interest in the subject matter of the suit.

SECOND: No trust is created by the last will and testament of Walter H. Hart, Deceased.

It has been indicated that the only question now to be considered by the Court is whether or not the Plaintiff has an interest which entitles him to maintain this bill.

It is provided by Chapter 453 of the Acts of 1931, Article 16, Section 268-A of the Code of Public General Laws of Maryland, that equity Courts shall have power to enforce trusts for charitable purposes, upon suit of the State by the Attorney General or upon the suit of any person or persons having an interest in the enforcement thereof.

The interest of the Plaintiff can be based only on the following:

FIRST: The fact that the Plaintiff is a citizen of Anne Arundel County.

SECOND: The Fourteenth Paragraph of the Will.

THIRD: The fact that the Orphans' Court for Anne Arundel County permitted the Plaintiff to intervene in the caveat proceedings as a Caveatee.

Argument

First

Does citizenship in Anne Arundel County confer an enforceable interest upon the Plaintiff?

Mere membership in a community does not entitle an individual to maintain a suit for the enforcement of a charitable trust. 62 A. L. R. 881, page 891. He must be interested personally and individually as a beneficiary rather than as a taxpayer or member of the community. 14 Corpus Juris Secondum page 525. The Plaintiff therefore does not bring himself within the field of interested persons merely because of his citizenship in Anne Arundel County. The section of the Code, Article 16, Section 268-A, which made valid charitable trusts, and provided for their enforcement by the Attorney General or by a "person or persons having an interest in the enforcement thereof" did not specify the type of interest which such person or persons must possess in order to bring such a suit. "Person or persons having an interest" cannot very well apply to a member of the general public, or a member of the resident public, or a member of the tax paying public because such application would in effect mean no less than the public at large whereas the statute evinces a definite intent to restrict the right of enforcement to "persons having an interest". As will appear from the above citations, the States recognizing charitable trusts generally permitted the Attorney General to see to the enforcement thereof. This State legislated into existence charitable trusts. The same statute also provided for the enforcement of such trusts by the Attorney General. Other States recognizing charitable trusts permit enforcement by suit by persons having special interest

such as beneficiaries, 62 A. L. R. 881, page 894, and trustees, 62 A. L. R. 881, 901. The Maryland Statute provided for enforcement by persons having an interest. The conclusion is inescapable that the Maryland Legislature was merely adopting the method of enforcement that existed in those States recognizing the trusts; namely enforcement by the Attorney General or by an individual having a beneficial interest in the trust property.

It is therefore respectfully submitted that the Plaintiff has no interest in the enforcement of the alleged trust by virtue of the fact that he is a resident of Anne Arundel County.

Second

Does the Fourteenth Paragraph of the Will confer an enforceable interest upon the Plaintiff?

The Fourteenth Paragraph of the Will is as follows:

> "Fourteenth: I give and bequeath my nine stone diamond stick pin, cluster, set in red gold, to Judge Linwood L. Clark, as a token of remembrance, requesting him to see that this, my Last Will and Testament is faithfully carried out, with justice to everyone."

The Courts of Law and Equity are the forums for dispensing civil justice and no request on the part of the testator can confer upon Judge Linwood L. Clark, as an individual, the authority to dispense public justice, but Judge Linwood L. Clark, as a member of the judiciary, would be in a position to dispense justice affecting litigents in Anne Arundel County.

If it is possible to give an interpretation to a will that will result in consistency rather than one resulting in inconsistency, then the former will be adopted. ALBERT V. ALBERT, 68 Md. 352, page 366. Considering therefore the Second, Third, Fourth and Fifth paragraphs of the will outlining all necessary duties to be performed by one standing in the position of the deceased and acting at his request, is it not then inconsistent to say that these words

establish the Plaintiff as a personal representative or a trustee? The testator has designated what shall be done and by whom it shall be done. To say that in addition to this these words of doubtful construction constitute the appointment of a trustee or confer an interest inherent in an individual by virtue of the words themselves leads to inconsistency. Whereas if the words are construed as referring not to an individual but to a Judge "requesting him to see that this, my Last Will and Testament is faithfully carried out, with justice to everyone", all parts of the will take on a consistency and there is no conflict between this wording and the appointment and designation of the duties of the Executor.

This suggested construction is offered merely as an explanation of the wording of the Fourteenth Paragraph. However it is not necessary to offer an explanation of it in order to establish that it confers no enforceable interest upon the Plaintiff. There is no allegation that the Plaintiff will benefit personally from the trust or that he comes within the beneficial class. The will does not appoint him trustee, because by his own contention the failure of an expressed gift is essential to an interpretation of the Fourteenth Paragraph of the will as an appointment of a trustee. It is necessary to defeat the testator's intention in order to effect the desired construction. The Plaintiff must have a definite legal status by virtue of an appointment in the will or must have a beneficial interest in the estate which, in this instance, is the residuary estate and in which the Plaintiff claims no beneficial interest. The Thirteenth Paragraph of the Amended Bill of Complaint alleges:

> "That the 'Annapolis Branch' is not a corporate entity but is an unincorporated group of individuals, officered by a charging or staggered personnel, and is not capable of taking said estate; that in the absence of designation of a legatee capable of taking said estate as trustee, this charitable trust should not fail; but under the Act of 1931, Chapter 453, this Honorable Court should 'aid in establishing and enforcing said legacy as one for a charitable trust' and thus make effective the obvious intention of the testator; that this action comes within the purpose of said statute."

The Plaintiff asks to be appointed Trustee and his logic may be said to be as follows:

1) The testator made a gift which fails,

2) The Act of 1931, Chapter 453, saves the gift,

3) The testator intended by the Fourteenth Paragraph of the will that the Plaintiff should be trustee of an estate that comes into being by operation of law when an express gift failed because of incapacity of the express donee. The failure of a gift gives meaning to this Paragraph.

It is therefore respectfully submitted the wording of the Fourteenth Paragraph of the will, explainable on other grounds, is not capable of being construed as conveying to the Plaintiff any enforceable interest in an estate alleged to come into existence by virtue of the alleged failure of a gift, which words would have no such meaning should that intended gift not fail.

Third

Is the question of interest of Plaintiff Res Adjudicata?

The Orphans' Court for Anne Arundel County permitted the Plaintiff to be made a party to the caveat proceedings. The Plaintiff contends that the principal question is thereby determined.

Assuming that the Orphans' Court acted within its jurisdiction and that the order was properly passed, what was previously decided? Merely that Linwood L. Clark as an individual was a proper caveatee. He was a beneficiary under the will by virtue of a specific legacy. The question now under consideration is not whether or not Linwood L. Clark is a proper party to be a caveatee but is an entirely different question. It is not sought here to establish the validity of the will of Walter H. Hart, but it is sought to construe that will, its validity having been determined in a suit of an entirely different nature.

In WILEY V. McCOMAS, 137 Md. 637, page 639, the elements of res adjudicata are stated.

> "In order that a prior judicial decision may be conclusive of a question raised in a separate suit, it must have been a final judgment on the merits, rendered in the exercise, and within the scope, of a competent jurisdiction, and the subject and parties in both causes must be identical. These are all essential elements of the principle of res adjudicata. A statement of the principle in the recent case of CHRISTOPHER V. SISK, 133 Md. 51, as quoted from 15 R. C. L. p. 950 is as follows: 'Briefly stated, this doctrine is that an existing, final judgment or decree rendered upon the merits, and without fraud or collusion, by a Court of competent jurisdiction, upon matters within its jurisdiction, is conclusive of the rights of the parties or their privies in all other actions or suits in the same or any other judicial tribunal of concurrent jurisdiction, on the points and matters in issue in the first suit.'----"

The subject matter of the caveat case was entirely different from the subject matter of the present case. Therefore, the caveat case was not res adjudicata of the present case. The action of the Orphans' Court in permitting the Plaintiff to intervene in that case cannot be construed as "a final judgment or decree," and is therefore not res adjudicata.

We therefore respectfully submit that the demurrer to the amended bill of complaint should be sustained and the bill dismissed.

Respectfully submitted,

Carlyle Barton
Richard B. Tippett
Solicitors for Constance Harrison, nee Constance Hart, and Grace Hart.

Linwood L. Clark, Plaintiff. -vs- Mercantile Trust Company of Baltimore, a body corporate, executor of the Estate of Walter H. Hart, deceased, and Constance Harrison, formerly Constance Hart, and Grace Hart, and the Salvation Army, a body corporate of the State of Georgia, a foreign corporation, Defendants.	No. 7782 Equity In the Circuit Court for Anne Arundel County, In Equity.

Filed August 14, 1939

The questions before the Chancellor arise on the demurrers by the defendants to the amended bill of complaint. The demurrers assail the right of the plaintiff to institute the proceedings in equity on the theory that he has neither interest, right nor standing in equity that would entitle him to institute the suit. The relevant facts are that one Walter H. Hart died testate and that letters testamentary were granted by the Orphans' Court of Anne Arundel County on March 24, 1937, to the defendant, the Mercantile Trust Company of Baltimore, the executor named in the testator's will. After directing the payment of his debts and funeral expenses, and the erection of a suitable memorial at his grave, the testator directed the conversion of all his real and personal property into money as promptly as may be done after his death. In this connection, he stated in his will that a considerable part of his assets

consisted of real estate in Annapolis, and that he realized that it might require several years for his executor to accomplish this conversion, as he desired the method adopted to produce the largest amount of cash for his estate. For these assigned reasons, he allowed his executor a maximum period of ten years in which to complete the conversion, but he exacted an annual accounting to be made, and a distribution, less the sum of $1000 retained for "working capital."

The testator gave his executor full authority to sell and convey, and relieved the purchasers of any liability to see to the application of the purchase money. He furthermore declared that "The judgment of my Executor shall be conclusive as to the value of any property or securities included in any sale or division of my estate or any part thereof, or in any payment or delivery of any part of the corpus thereof herein directed to be made, and it shall not be necessary for my executor at any time to employ any appraisers or to apply to any court whatsoever for any order ratifying or approving such sale, division, payment or delivery of any part of my said estate."

After these instructions and bestowal of powers and discretion to his executor, the testator made a number of gifts of annuities and personal property, and then by a residuary clause gave all the residue of his estate:

"to the Salvation Army, a body corporate, Annapolis Branch. I desire this fund to be available to it for the purpose of

making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy."

No other provisions of the will need be stated, except that the legacy of a stick pin to Judge Linwood L. Clark is declared by the testator to be given "as a token of remembrance, requesting him to see that this, my last will and testament is faithfully carried out with justice to everyone."

It is by virtue of this request made by the testator of his legatee "to see that this, my last will and testament is faithfully carried out with justice to everyone" that the plaintiff, in these proceedings, has filed in his own name the bill of complaint now at bar.

It is clear from these recited provisions of the testator's will that he selected and appointed an executor in which he had full confidence and upon which he relied to administer his estate and fulfil his testamentary design. The executor selected was his personal choice and the law imposed upon this representative of the testator the duty, and authorized and empowered him, to do whatever was requisite to convert the real and personal property of the testator for distribution. In these functions and offices

the executor appointed and qualified, has neither rival nor co-adjutor so far as the testator is concerned unless the testator appoint a co-executor. The testator in the instant case did not do this, nor did he attempt to impose upon either Judge Clark or any one else the discharge and performance of any of the duties and obligations of an executor or a trustee.

The measure of the power and confidence reposed by the testator in the capacity, fidelity and sole discretion of the executor is plainly written in the testator's own words and excludes the inference that the testator designed the legatee to exercise a single power or perform any function committed by will or by law to an executor or trustee.

Whatever the testator's intention, in requesting a legatee to see that his "last will and testament is faithfully carried out, with justice to everyone," it is certain that he had no intention of having the legatee either supersede the executor or fulfil any of his offices.

The will of the testator has been attacked because of his alleged incapacity, but it has been sustained, and so no questions affecting its execution and the testator's testamentary qualifications are involved and the administration of the estate proceeds regularly in a court of competent jurisdiction through a duly qualified executor. The difficulty suggested, however, by the bill of complaint is not so much in the administration of the estate on its way to ultimate conversion, although a court of equity would appear to be the better agency for the discharge of

the trusts, as the disposition of the proceeds of the estate from time to time, and at the end of the period of the trust, among the parties entitled. In view of the size of the estate and the relative smallness of the aggregate of the gifts, these present no problem and the disposition of the residue is the main problem. All these circumstances were present and in the mind of the testator when he framed his last will and testament, he knew the size of his estate, and the comparative smallness of the sum of his legacies, and that the commonplace and simple benefactions before the disposition of the residue would not likely be the occasion of any regulatory action nor afford any opportunity for a disregard of his intention. Nevertheless the testator did contemplate some action by former Judge Clark. The testator expressly requested him to see that the will be "faithfully carried out, with justice to everyone." Thus having put it in the form of a request, the taking of any action by the legatee would be optional, but, when undertaken, would be authorized action, provided it were within the scope of what was requested. As has been said, the legatee is neither an executor or trustee, so he, qua executor or trustee, takes and holds no title to real and personal property, nor does he exercise any of their powers, duties or functions; nor is he entitled to compensation as an executor or trustee. In short, the law merely recognizes him as an appointee of the testator for a certain particular purpose. The objective thus defined is that the will be faithfully carried out, with

justice to everyone. The legatee is appointed, not to administer and settle and distribute the estate in any capacity whatsoever, but is "to see" that this objective is attained. The use of the verb "see" in its transitive sense, is with the meaning of to bring about by supervision or vigilance. Century Dictionary; Standard Dictionary, "see". Since the legatee is without title, duty or interest as executor or trustee, and is merely the agent and appointee of the testator for a limited and specific purpose to be accomplished by supervision or vigilance, and has no direct right nor power to act immediately, he must, ex necessitate rei, act, ultimately, through the medium of courts of justice with jurisdiction in the matter of his complaint, Obviously, therefore, the testator clothed the appointee with the right to appear and institute proceedings in courts of justice in order to effectuate his design. In so providing there was nothing authorized beyond the testator's power and right. The property was his own and at his lawful disposition, and the supervisory power, with its exercise dependent upon the volition of the delegate, is not unique. Infra.

As this right does not begin until the testator's death, and is to be discharged after the death by the nominee, in connection with the administration of the testator's estate by his executor and trustee, the ordinary rules of the effect of the death of a principal whose agent's authority is not coupled with an interest does not apply. See Mechem on Agency (2nd ed.) 654.

A testator may nominate and appoint and empower by will a particular person to perform some special function or act in connection with the administration of his estate or the trust by his will created. Lewin on Trusts, vol. 1, p. 253, 254 (star); Kilbee v. Sneyd, 2 Moll. 199, 200; Doyle v. Blake, 2 Sch. & Lef. 239, 245; Perry on Trusts, (7th ed.), sec. 403, 404, secs. 493, 500, 508; 21 Am. Juris., Title "Executors and Administrators", sec. 263; Bogert on Trusts, vol. 1, sec. 122; Foster v. Elsley, 19 Ch. Div. 518; French v. Northern Trust Co. 197 Ill. 30, 64 N. E. 105; Marshall's Trustee v. Marshall, 7 S. W. (2d) 1062, 1063, 225 Ky. 168, 61 A.L.R. 1365; Re Ogier, 101 Cal. 381, 35 P. 900; Pratt v. Security Trust & Savings Bank, 15 Cal. App. 2d. 630; Walker v. James, 337 Mo. 750, 85 S. W. 2d. 876; Thomas v. Bank, 187 Wash. 521, 60 P. 2d. 264, 268; Magin v. Niner, 110 Md. 299; Porterfield v. Porterfield, 85 Md. 663, 665, 666; Barnett v. Dickenson, 93 Md. 258, 264-268.

It is clear on the authorities that the effect of the selection and appointment by name of an executor and trustee by the will of the testator excludes the legatee, Linwood L. Clark, from office of executor and trustee under the provisions of the will, since there is no clear and specific intention to the contrary expressed nor deducible from the terms and purposes of the will. Allen v. Allen, 217 Mass. 338, 104 N. E. 727; Huff v. Hamilton, 211 Ky. 265, 277 S. W. 274, 275-276.

The fact that the legatee Clark is neither an executor nor trustee does not prevent the intention of the testator from being fulfilled to the extent which these offices do not exclude. The supervisory nature of the function of the appointee are somewhat anomalous and difficult of accurate classification, but these considerations will not be suffered to defeat a testamentary purpose if it be of lawful attainment. In a certain sense, the function of the legatee Clark is similar to that of a special representative or agent of the testator; in another aspect, his office is fiducial; and, from a third point of view, there is an analogy to a donee of a power. Since the supervisory powers committed are without the right of capacity to regulate, direct or control, the supervision is limited to one of observation and must be finally made effective and operative through the agency of a court which, when advised of the circumstances, has jurisdiction of the subject matter and corrective authority and power to act on the information imparted. Thus, in ultimate analysis, the legatee here is appointed by the testator to serve at his request in the performance of the function of a friend of the court in order to secure a proper administration by the testamentary executor and trustee of the estate of the testator and of the trusts created by his will. Without either title or right, and solely by virtue of his designation by the testator, the person chosen has an office which is greatly distinguished from that of an executor, and he was known as a co-adjutor or overseer in ancient law. The distinction is expressed in Williams on Executors

(Am. notes) 194 star, in the following language:

"The co-adjutor or over-seer, has no power to administer or intermeddle otherwise than as to counsel, persuade and advise; and if that fail to remedy negligence or miscarrying in the executors, he may complain to the court, and his charges in so doing ought to be allowed out of the testator's estate." Powell v. Stratford, 3 Phil. 118; In the Goods of Brown, 2 P.D. 110; Grant v. Leslie, 3 Phillim, 116; Lynch v. Bellew, 3 Phillim, 424.

So, it must be held that the legatee Clark has conferred upon him not an imperative power, but an arbitrary power, that is, one which he cannot be compelled to execute, and which, on his failure to execute, cannot be executed vicariously by the Chancellor. The right thus conferred affords the donee the discretionary power to intervene and seek the interference of the chancellor whenever the exercise of the discretion by the executor and trustee is infected with fraud, misconduct or he declines to undertake to exercise the discretion reposed, or, generally, where the discretion is mischievously and ruinously exercised.

If the legatee should act in fulfilment of the testator's request, it would be at his risk, and it would be with the burden upon him of showing that the conduct of the executor and trustee was fraudulent or mischievous or ruinous. Perry on Trusts (7th ed.), secs. 510, 511, 511a. Supra. The fact, however, that the testator desired the executor and trustee to act without the supervision, direction and control of any court does not prevent

recourse to a court having jurisdiction of the subject matter. Sharp v. Ogle, 138 Md. 10, 14, 15.

The substance of the allegations which reflect upon the question now at bar are that the defendant, the Salvation Army, a body corporate of the State of Georgia, is qualified to function in the State of Maryland where it has an office, but that the residuary legatee under the will of the testator is not the defendant to the pending bill of complaint, but is a voluntary unincorporated association known as the Salvation Army, a religious organization, which is in control of numerous corporations in the United States of America and other countries, and that one of its subsidiary organizations is the branch of the Salvation Army located in Annapolis, at 47 Randall Street, and described in the will of the testator.

It is further alleged that the defendant corporation, the body corporate of the State of Georgia, and Constance Hart, now by marriage Constance Harrison, and Grace Hart, the two daughters and next of kin and heirs at law of the testator, with the consent of the executor and trustee, the Mercantile Trust Company of Baltimore, defendant, have entered into an agreement that the residue of said estate is to pass under the terms of the residuary clause of the will to the defendant corporation, the Salvation Army, incorporated by the State of Georgia, absolutely, and free, clear and discharged of any trust, condition or limitation whatsoever and so that the said Salvation Army, a body corporate

as aforesaid of the State of Georgia, would use the legacy for any of its various corporate purposes, without reference to the provisions of the will in regard to the design expressed by the testator. The theory of an absolute gift is denied by the plaintiff-legatee who charges and asserts that the true intention of the devisor is to create a trust of the residue for the uses and purposes declared by the testator so that the "Annapolis Branch" of the Salvation Army which, as has been stated, is not the same but a different religious body will hold said residue in trust for the purposes and uses declared in the will.

These statements reveal two diametrically opposed constructions of the intention of the testator, and the adoption by the executor and trustee of a construction which is alleged to be a defeat and annulment of the testator's intention. It is further shown that the said "Annapolis Branch" is not an incorporated body but that in the absence of any legal entity to take, the charitable trust intended does not fail but that under the Act of 1831, Chapter 453, and the aid thereunder afforded, the gift of the residue would be enforced as a charitable trust.

The plaintiff charges that the agreement of the defendants will result in a complete and deliberate nullification of the testamentary intention, and so he conceives it his duty to interpose by this bill of complaint, as the executor has paid no attention to his remonstrance, in order to avert this alleged perversion by agreement.

It is alleged and shown by the terms of the will that an annual accounting is required of the executor and trustee, and to pay the moneys on hand to the beneficiaries with the exception of $1,000 which are to be withheld for working capital. Furthermore, an annuity of $200 a month for each of his two daughters for a period of ten years after his death, should each live so long, is provided. Thus it appears there is an existing and immediate problem for solution.

It is maintained that these allegations disclose problems in construction and in the administration of an estate and trust which the jurisdiction of the Orphans' Court are inadequate to resolve. It is, therefore, asked that the court of equity assume jurisdiction and complete and supervise the further administration of the estate, and construe and declare the true meaning and effect of the will of the testator. The other prayers for relief do not require consideration. The only one that need be noticed is that the plaintiff be appointed trustee. For the reasons heretofore assigned such a prayer cannot be entertained.

With this statement of the material averments, which are admitted by the demurrer for the purpose of testing the sufficiency of the bill of complaint, it becomes necessary to determine whether the equitable principles announced entitle the plaintiff to begin the pending proceedings.

The Chancellor is of the opinion that the facts stated and admitted for the purposes of the demurrer are sufficient to

entitle the plaintiff here to complain to a court of chancery and apprise it of the facts and circumstances narrated. It appears by the bill of complaint (1) that the will of the testator must be considered and construed in order that the intention of the testator may be ascertained, and whether that intention or any other to be inferred is valid and susceptible of enforcement; and (2) that the executor and trustee is proceeding to administer and distribute the estate in a way foreign to the intention of the testator and to a corporate entity which is not the residuary legatee named in the will of the testator, although this fact is known but disregarded by the personal representative of the testator pursuant to an agreement with the next of kin and heirs at law of the testator; and (3) that the estate is now in course of administration by the Orphans' Court of Anne Arundel County, whose jurisdiction and limited powers and relief are inadequate to the settlement of the testator's estate, and to the control and administration of the trust by the will created and declared. With such matters brought to the attention of the chancellor, it is evident that the complainant and legatee is well within the request of the testator that he see that the testator's "last will and testament is faithfully carried out with justice to everyone."

The prime necessity of a construction of the will is clearly indicated by the argument at bar and those in writing submitted by the counsel for the respective parties. The variety and importance of the questions raised and the evident inadequacy of

the Orphans' Court's jurisdiction are implicit in all the contentions of the respective parties. It follows that the facts stated fully justified the action of the plaintiff in laying the facts and circumstances before a court of equity for action; and, therefore, his course, being purely advisory and warranted, his bill of complaint is not rendered defective on demurrer because the relief prayed may not be in every respect supported by the allegations, or all parties are not joined. Accordingly, the bill of complaint as an advisory and informative pleading is not bad on demurrer, and the demurrer of the parties defendant will be over-ruled.

With this ruling on the demurrer, the plaintiff should have an opportunity to establish and the adverse parties to refute by proof his allegations of fact, if they be susceptible of denial and be denied. When this is done, the office of the legatee as testamentary co-adjutor or supervisor is at an end, and the Chancellor will either retain jurisdiction and proceed to construe the will and supervise, control and administer the estate of the testator and the trust by him created, making all necessary parties, or dismiss the proceedings. In this general outline, which is subject to modification according to the developments and exigencies of the cause, the Chancellor desires to indicate the limitations within which the plaintiff acts at his own risk and expense, unless, through justification, the Chancellor may otherwise specially provide. See Boland v. Ash, 145 Md. 478.

Filed August 15, 1939

It is, accordingly, this 14th day of August, 1939, by the Circuit Court for Anne Arundel County, in Equity, ordered and directed that the demurrers to the amended bill of complaint in this cause be and the same are hereby over-ruled and dismissed, but without the infliction of any penalty upon those demurring. Code, Art. 16, sec. 183.

The Chancellor does not consider it necessary to decide whether the plaintiff is a party having an interest in the enforcement of a charitable trust. Art. 16, sec. 268A.

F. Neal Parke.
Chief Judge.

Linwood L. Clark	:	No. Equity
	:	In the
vs.	:	Circuit Court
	:	for
The Mercantile Trust Co. of Baltimore, etc. et al	:	Anne Arundel County
	:	

: : : : : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of the Mercantile Trust Company of Baltimore, executor of the Last Will and Testament of Walter H. Hart, deceased, a body corporate, Constance Harrison, nee Hart, Grace Hart, non-residents of the State of Maryland, and The Salvation Army, a body corporate of the State of Georgia, duly authorized to do business in the State of Maryland, respectfully represent unto this Honorable Court :

Filed August 23 1939

1.

That heretofore all of the Defendants had filed demurrers in the above entitled cause, which said demurrers were overruled on the 14th day of August, 1939. That under the order of overruling demurrers this Honorable Court gave the Defendants until the 24th day of this month to file their answers.

2.

That most of the Defendants or their solicitors are out of the City of Baltimore at the present time and will not return until September.

Wherefore, your Petitioners pray:

That the time limited for the answers of all Defendants in this case be extended until and including the 15th day of September, 1939.

George B. Moerfel
Solicitor for Defendants

ORDER OF COURT

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Filed August 24, 1939

Upon the aforegoing petition, it is this 24th day of August, in the year 1939, by the Circuit Court for Anne Arundel County, ORDERED that the time limited for the Defendants to file their answers to the bill of complaint in this cause be, and the same is hereby extended unto and including the 15th day of September, 1939.

Judge

LINWOOD L. CLARK	:	NO. 7782 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, ET AL.	:	ANNE ARUNDEL COUNTY

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TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of LINWOOD L. CLARK respectfully says:

FIRST: That the demurrer to the bill in this matter was overruled August 14, 1939; that the defendants, prior thereto, had obtained an order granting leave to file answer within ten days after the demurrer was disposed of.

SECOND: That on or about the 24th day of August, on application of the defendants, leave to answer the bill of complaint was extended another 20 days, or until September 15, inclusive; that no answer has been filed up to the present time, September 14.

THIRD: Your petitioner is apprehensive that another application for extension of time to answer is going to be applied for, and he respectfully wishes to record his opposition to same. The reason for the plaintiff's attitude in this matter is that unless testimony is taken by Judge Parke prior to the October term of the Court of Appeals, there will be further and uncalled for delay.

AND AS IN DUTY BOUND, ETC.

Linwood L. Clark

Linwood L. Clark, Plaintiff

Filed Sept. 14, 1939

LINWOOD L. CLARK, Plaintiff,	:	IN THE CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor of the Estate of Walter H. Hart, deceased, et al., Defendants.	:	ANNE ARUNDEL COUNTY No. 7782 - Equity

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TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of The Salvation Army, a body corporate of the State of Georgia, to the Amended Bill of Complaint in this Court against it and others exhibited, respectfully shows -

1. That this Respondent admits the matters and facts alleged in Paragraph 1 of said Amended Bill of Complaint to be true.

2. That this Respondent admits the matters and facts alleged in Paragraph 2 of said Amended Bill of Complaint to be true, with the exception of the allegation pertaining to certain undiscovered assets, of whichit has no knowledge and therefore can neither admit nor deny but demands strict proof.

Filed Sept. 15, 1939

3. That this Respondent admits the allegations of Paragraph 3 of said Amended Bill of Complaint to be true, but refers to the last will and testament of said decedent for a fuller and more accurate statement thereof.

4. That this Respondent admits the matters and facts alleged in Paragraph 4 of said Amended Bill of Complaint to be true.

5. That this Respondent admits that it has qualified to do business in the State of Maryland, and that it has its principal office in the State at No. 1601 W. Baltimore Street, Baltimore, Maryland; but denies that it is in no way connected with the "Annapolis Branch" of The Salvation Army, or that the testator never

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had any dealings with your Respondent; but on the contrary says that said "Annapolis Branch" of The Salvation Army was, at the time of the death of said testator, and is now, under the direct supervision and control of your Respondent, The Salvation Army, a body corporate of the State of Georgia, whichin turn is an integral part, agency or subsidiary of The Salvation Army, the corporate status of which is hereinafter more fully set forth; and further, that said decedent immediately after the execution of his will, exhibited it to two agents of your Respondent, The Salvation Army, a body corporate of the State of Georgia, or its predecessor, The Salvation Army, a body corporate of the State of New York, which said latter corporation is likewise an integral part, agency or subsidiary of The Salvation Army, in order that your Respondent may be advised in advance of his death of the dispositions he was making of his property. Your Respondent further admits that the testator was familiar with the work being done by The Salvation Army in the City of Annapolis, Anne Arundel County, and that he was for many years a liberal patron of The Salvation Army in such City and County, but it denies that his interest was in the "Annapolis Branch" as distinct from The Salvation Army.

Further answering said paragraph this Respondent says that regardless of whether said fund was to be available to it as a fund the benefits of which were to be applied in the making of any extensions or improvements to its present headquarters and to feed the hungry and clothe the naked and help the unfortunate citizens of Annapolis and in Anne Arundel County, it has always been, and is now, its purpose to so use said fund or the balance thereof remaining in its hands, after the settlement hereinafter referred to.

And your Respondent further answering said paragraph says that The Salvation Army is a dual entity (1) a strictly religious, unincorporated organization with headquarters in London, England, and representatives throughout the world, and (2) the

several bodies corporate known as The Salvation Army. The Salvation Army in America consists of four principal bodies corporate, serving the Eastern, Central, Western and Southern sections of the United States, with principal offices in New York, Chicago, San Francisco and Atlanta. The President of each of said corporations is the Commander-in-chief of The Salvation Army in the United States, with the result that each one and all of said corporations are but an integral part, agency or subsidiary of The Salvation Army, the corporate branch of such dual entity. That your Respondent was formed in or about the year 1926, although its charter was not officially granted until January 20, 1927; and it files herewith as part hereof, marked "Respondent's Salvation Army Exhibit No. 1," a certified copy of its charter and amendments thereto and its by-laws. That since the incorporation of your Respondent, The Salvation Army, a body corporate of the State of Georgia, in 1926, or almost immediately thereafter, it assumed complete and entire charge and control of the territory within which lay the "Annapolis Branch" of The Salvation Army. That at the time of the formation of your Respondent or shortly thereafter, all properties of the "Annapolis Branch" of The Salvation Army then held by The Salvation Army, were held by The Salvation Army, a body corporate of the State of New York, which said corporation then had and exercised jurisdiction over said "Annapolis Branch," was transferred and conveyed by it by proper deed, which will be produced at the hearing of this cause, to your Respondent, The Salvation Army, a body corporate of the State of Georgia; and your Respondent is now seized and possessed of all of such property solely and unqualifiedly.

6. Answering Paragraph 6 of said Amended Bill of Complaint, this Respondent says that it has no knowledge of the residence of the plaintiff or whether or not he is a taxpayer, nor his motives in bringing this suit; but it denies that said testator ever intended that the plaintiff should ever hold any of his estate and property in the capacity of Trustee or otherwise, and therefore

denies that the plaintiff under any construction of the will of said testator would have such rights.

7. This Respondent admits the allegations of Paragraph 7; it has no knowledge however of whether or not the plaintiff withheld his bill of complaint pending the trial of the issues upon the caveat, but deems the same to be immaterial.

8. That this Respondent has no knowledge of when the plaintiff first learned of the agreement of settlement referred to in Paragraph 8 of his Amended Bill of Complaint, copy of which is filed herewith as part hereof, marked "Respondent's Salvation Army Exhibit No. 2"; but it denies that it was the purpose of said agreement to treat the residue of the estate of the said Walter H. Hart, deceased, as the sole property of this Respondent or that said agreement was in anywise intended to fix the title or status of said property, none of which considerations were in the contemplation of this Respondent or any of the other parties to said agreement, but said agreement was made only after the fullest investigation by all of the parties thereto and only after such parties were satisfied that the caveat of the daughters of said decedent could not be successfully defended, and for the purpose of disposing of a claim which in the opinion of your Respondent and of the executor of said decedent, Mercantile Trust Company of Baltimore, would have ultimately resulted in all of the property of the testator going to his daughters, who are citizens of the United Kingdom of Great Britain and both of whom reside out of the country.

9. That this Respondent admits that the plaintiff sought and obtained the order of the Orphans' Court in said Paragraph 9 of said Amended Bill of Complaint referred to. And further answering said paragraph this Respondent says that the plaintiff has an entirely erroneous conception of the office of the agreement of settlement in said paragraph referred to, which this Respondent again reiterates was not for the purpose of establishing or set-

ting up any title or claim by this Respondent to the residuary estate and property of said testator as sole donee or otherwise, but simply for the purpose of settling a dangerous litigation which, in the opinion of this Respondent, would have deprived it of the whole property of said decedent. And this Respondent further answering said paragraph says that as above stated it is not interested in claiming said property for a use other than that set forth in the will of said decedent, but it does claim the same for the accomplishment of such uses and purposes.

10. That your Respondent admits that said will has now been unconditionally validated by a verdict in favor of the caveatees , but says that said verdict for the caveatees was rendered pursuant to the agreement of settlement above referred to, and even then and without any evidence being offered on the part of the caveators and after a binding instruction by the presiding Judge, the jury requested additional information concerning the case and were quite reluctant to return a verdict against the caveators and only did so after the Court on several occasions advised them that their verdict must be for the caveatees, regardless of how they felt about the case.

11. Your Respondent is advised that it is not required to answer the alternative propositions of law set up in Paragraph 11 of said Amended Bill of Complaint, but it believes such direction to be mandatory.

12. That your Respondent admits the allegations of Paragraph 12 of said Amended Bill of Complaint to be true in so far as they may relate to any unrestricted gifts, otherwise it denies each and every of the allegations of said paragraph and demands strict proof thereof.

13. That this Respondent says that the "Annapolis Branch" is an integral part of your Respondent, The Salvation Army, a body corporate of the State of Georgia, which owns and possesses all of its property and dominates and controls its every action; and further answering said paragraph in so far as it states facts

as distinct from conclusions of law, which your Respondent is advised that it is not required to answer, says that the gift is to the body corporate for the use of said "Annapolis Branch".

14. That this Respondent so far as an answer to the allegations of Paragraph 14 of said Amended Bill of Complaint is required of it, says that said testator never intended to create a trust of his residuary estate, with the exception of a trust for the liquidation thereof, and that therefore he could not have contemplated the appointment of a Trustee; and further answering said paragraph this Respondent, as above, claims that the language of the will is free of difficulty and that the property is the property of The Salvation Army free of any trust for the uses set forthin the "Lastly" clause of the will of said testator.

15. This respondent denies the allegations of Paragraph 15 and says that the processes of the Orphans' Court are entirely adequate to the administration of the estate of said decedent and that the Amended Bill of Complaint in this case should therefore be dismissed.

AND your Respondent having fully answered said Amended Bill of Complaint prays to be hence dismissed with its proper costs.

THE SALVATION ARMY, a body corporate
of the State of Georgia,

By _____
Brigadier

Robert J. MacGregor

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 14th day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Brigadier George Marshall, and made oath in due form of law that the matters and facts set forth in said Answer are true, and that he is duly authorized to execute said Answer and make this affidavit.

WITNESS my hand and Notarial Seal.

Lillian W. Abercrombie
Notary Public.

LIBER 73 PAGE 68

Filed Sept. 15, 1939 - Re-filed Oct 13/39

The Salvation Army

INCORPORATED
IN THE
STATE OF GEORGIA

Charter and Amendment

By-Laws

Certificate of Incorporation
of
The Salvation Army

STATE OF GEORGIA—FULTON COUNTY.

To the Superior Court of said County:

The petition of William A. McIntyre, Alfred A. Chandler, Albert W. Baillie, Robert Young and Bertram C. Rodda, of the State and County aforesaid, shows:

1. That petitioners by Evangeline Booth, the Commander of The Salvation Army in the United States and in accordance with the regulations and discipline of The Salvation Army, have been designated and appointed to incorporate in the State of Georgia, and pursuant to the laws thereof, the Branch of the Christian Church known as The Salvation Army, and petitioners as thus designated and appointed and pursuant to such designation and appointment, desire for themselves, their associates and successors to be incorporated and made a body politic under the laws of the State of Georgia for a period of 20 years, with the privilege of renewal at the expiration thereof as provided by law.

2. The name of said Corporation is and shall be

THE SALVATION ARMY

3. That the purposes for which this corporation is formed is the location of a church belonging thereto and located in the County of Fulton, and for the purpose of promoting the cause of Christian religion, charity and education in other localities and throughout the State of Georgia and elsewhere.

4. That the further purpose for which this Corporation is formed is the administration of the temporalities and the management of the property and estate in the State of Georgia of said branch of the Christian Church known as The Salvation

Army; to further the work of The Salvation Army, and to engage in religious, in charitable, in educational, in missionary, in philanthropic work and particularly in religious, in charitable, educational, missionary and philanthropic work of the character that has been and is being conducted by the branch of the Christian Church known as THE SALVATION ARMY, and to do everything and to act and carry on every kind of operation necessary and incidental to the maintenance of such religious, beneficial, charitable, educational, missionary and philanthropic work, but all of such work shall be conducted not for pecuniary gain or profit.

5. Petitioners pray that said Corporation shall have the right to engage in all of the works and all of the character of works aforesaid, with all the rights and powers conferred by law upon Corporations of similar character and particularly the right to acquire, to receive and to hold both real and personal property as it may desire; and to acquire, to receive and hold both real and personal property, of and for religious societies and associations belonging to such branch of the Christian Church known as The Salvation Army, and to execute trusts thereof, and also from time to time to transact any business and carry on any work or operations in connection with or for the purpose of the aforegoing, but at no time for pecuniary profit; to enter into, make, perform and carry out contracts of every kind, and for any lawful purpose; to issue bonds or obligations of the Corporation and secure the same by trust deed, mortgage, pledge or otherwise if deemed best or necessary by said Corporation, and to dispose of the same; to take and hold, by lease, gift, purchase, grant, devise or bequest, any property (real and personal) for the objects of said Corporation; to borrow money for the purposes of the Corporation, and to issue bonds therefore, and to secure the same by mortgage, trust deed or otherwise.

6. That the place where the principal business of said Corporation is to be transacted is the City of Atlanta, State of Georgia.

7. Petitioners further pray for the right to enact such Constitution, By-Laws, Rules, Regulations and Disciplines and to elect such Directors or Trustees as may be deemed necessary from time to time to carry on the work of this corporation as a branch of the Christian Church known as The Salvation Army. That the members of this Corporation shall consist of such officers or members of said branch of the Christian Church known as The Salvation Army as are from time to time designated and appointed

thereto by the then Commander of The Salvation Army in the United States and shall be subject to removal by said Commander.

COLQUITT & CONYERS,
Attorneys for Petitioners.

904 Atlanta Trust Company Building.

Filed in office, this the 21st day of December, 1926.

T. C. MILLER, *Clerk.*

CERTIFICATE OF INCORPORATION

In the Superior Court of said County, January Term, 1927.

WHEREAS, William A. McIntyre, Alfred A. Chandler, Albert W. Baillie, Robert Young and Bertram C. Rodda having filed in the office of the Clerk of the Superior Court of said County their petition seeking the formation of a corporation to be known as THE SALVATION ARMY for the purposes set out in said petition for charter, and having complied with the statutes in such cases made and provided, and upon the hearing of said petition, the court being satisfied that the application is legitimately within the purview and intention of the Civil Code of 1910, and the laws amendatory thereof, it is hereby ordered and declared that said application is granted, and the above named petitioners and their successors are hereby incorporated under the said name and style of THE SALVATION ARMY for and during the period of twenty years, with the privilege of renewal at the expiration of that time, according to the provisions of the laws of this State, and said Corporators and their successors are hereby clothed with all the rights, privileges and powers, mentioned in said petition, and made subject to all the restrictions and liabilities fixed by law.

This January 20th, 1927.

EDGAR E. POMEROY,
Judge Superior Court, Fulton County, Georgia.

STATE OF GEORGIA,
COUNTY OF FULTON.

I, T. C. Miller, Clerk Superior Court, Fulton County, Georgia, do hereby certify that the within and foregoing is a true and correct copy of the Petition of Wm. A. McIntyre, et al. to be incorporated under the name and style of THE SALVATION ARMY with order thereon granting same, all of which appears on file and record in this office.

Witness my hand and official seal this
(Seal) 24th day of January, 1927.

T. C. MILLER,
Clerk Superior Court,
Fulton County, Georgia.

STATE OF GEORGIA—COUNTY OF FULTON.

To the Superior Court of Fulton County:

The petition of The Salvation Army respectfully shows to the Court as follows:

1. That it is a duly chartered corporation having its principal offices in the State and County aforesaid, its Charter having been granted by this Court on the 20th day of January, 1927.

2. Petitioner now desires that its Charter be amended as follows:

By eliminating Sections 3 and 4 of its original Charter and substituting in lieu thereof the following:

That the purposes of this corporation shall be the engaging in religious, charitable, educational, philanthropic, missionary and other eleemosynary work; the operation of schools, hospitals, homes for the training of its officers; lodging shelters for the poor; homes for the rescue of immoral persons; children's homes and homes for the aged poor; places for religious meetings; places of rest or recuperation for the sick and convalescent, and all other forms of social service work.

By eliminating Section 5 of its original Charter and substituting in lieu thereof the following:

Petitioner prays that said corporation shall have the right to engage in all of the works and all of the character of works as aforesaid, with all the rights and powers conferred by law upon corporations of similar character and particularly the right to acquire, to receive and to hold both real and personal property as it may desire for the purposes of said corporation; and to execute trusts thereof; and also from time to time to transact any business and carry on any work or operations in connection with or for

the purpose of the foregoing, but at no time for pecuniary profit; to enter into, make, perform and carry out contracts of every kind and for any lawful purpose; to issue bonds and obligations of the corporation and secure same by mortgage, trust deed, pledge or otherwise, if deemed best or necessary by said corporation, and to dispose of same; to take and hold by lease, gift, purchase, grant, devise or bequest real and personal property for the objects of said corporation; to borrow money for the purposes of the corporation and to issue bonds or other evidences of indebtedness therefor and to secure the same by mortgage, trust deed or other form of security.

Petitioner further prays that it shall have the power, in furtherance of its religious, charitable, educational, philanthropic, missionary and social service work of all kinds, to operate hospitals, homes for the indigent and infirm, lodging houses, and other centers of social service work; to buy and supply to its officers, members, employees, and constituent institutions articles, goods and appliances used by The Salvation Army; to establish, foster and maintain homes for the practice of its philanthropies and its religious teachings.

By eliminating Section 7 of its original Charter and substituting in lieu thereof the following:

Petitioner further prays for the right to enact such Constitution, By-Laws, Rules, Regulations and Disciplines and to elect such directors or trustees as may be deemed necessary from time to time to carry on its religious, charitable, educational, missionary, philanthropic and other social service work. That the members of this corporation shall consist of such officers or members of The Salvation Army as are from time to time designated and appointed by the then Commander of The Salvation Army in the United States and shall be subject to removal by said Commander.

3. That such changes were duly authorized at the meeting of the Board of Trustees held on the 10th day of December, 1931, as shown by a certified copy of extract from the minutes of said meeting filed herewith and marked "Exhibit A."

WHEREFORE, petitioner prays that, after compliance with the requirements of law its Charter be amended as requested.

JOHN R. CURRAN,
Attorney for Petitioner,
54 Ellis Street, Atlanta, Georgia.

Filed in office this 10th day of December, 1931.

J. W. SIMMONS,
Clerk, Superior Court,
Fulton County, Georgia.

ORDER AMENDING CHARTER

GEORGIA, FULTON COUNTY.

In the Superior Court of Said County, January Term, 1932.

WHEREAS, The Salvation Army, a corporation organized and existing under and by virtue of the laws of the State of Georgia, having filed in the office of the Clerk of the Superior Court of said County its petition asking an amendment to its charter of incorporation for the purposes set out in said petition for amendment, and having complied with the statutes in such cases made and provided, and upon the hearing of said petition, the Court being satisfied that the application is legitimately within the purview and intention of the Civil Code of 1910 and the laws amendatory thereof, it is hereby ordered and declared that the said application is granted and that the Charter of the above named corporation be amended thereby.

This 9th day of January, 1932.

VIRLYN B. MOORE,
Judge Superior Court, Fulton County, Georgia.

STATE OF GEORGIA—COUNTY OF FULTON.

I, J. W. Simmons, Clerk, Superior Court, Fulton County, Georgia, do hereby certify that the within and foregoing is a true and correct copy of the application of The Salvation Army to amend its charter and the order of Court thereon granting same, all of which appears of file and record in this office.

WITNESS my hand and seal of office this 18th day of January, 1932.

J. W. SIMMONS,
Clerk, Superior Court,
Fulton County, Georgia.

By-Laws
of
The Salvation Army

ARTICLE I.

NAME AND OFFICE

Name SECTION 1. The name of this Corporation shall be THE SALVATION ARMY, and its principal office and place of business shall be in the City of Atlanta, County of Fulton, and State of Georgia.

Location of Office The CORPORATION may have an office in such other places in the State of Georgia as its Board of Trustees may from time to time appoint, or the business of the Corporation may require.

SECTION 2. The general objects and purposes of this Corporation are those stated in its Articles of Incorporation, including the custody and control of all the temporalities and property, real and personal, located in the State of Georgia, belonging to the Branch of the Christian Church known as THE SALVATION ARMY in the United States of America, and revenues therefrom, and the administration of the same in accordance with the discipline, rules and regulations and usages of The Salvation Army.

ARTICLE II.

MEMBERSHIP, ETC.

Who Shall Be Members SECTION 1. The membership of this Corporation shall consist of such members of the said Branch of The Salvation Army as may from time to time be appointed members of this Corporation by the Commander-in-Chief of The Salvation Army in the United States of America. Said Commander-in-Chief shall be *ex-officio* a member of this

Corporation. Appointments to membership in this Corporation shall be in writing and the individual so appointed shall become a member from the moment such Commander shall attach his or her signature to the writing evidencing such appointment. There shall be kept by the Secretary a book wherein shall be entered the names and addresses of the members. Such entry shall be cancelled and annulled by the Secretary upon the termination of membership by death, by resignation or removal. Such entries shall likewise show the effective date of each appointment. The entrance by the Secretary of the names and addresses of members so appointed by the Commander shall not be a prerequisite to appointment, but the effective date and time of such appointment shall at all times be the moment when such Commander shall attach his or her signature to the writing evidencing such appointment.

Resignation and Removal of Members SECTION 2. Members of this Corporation may at any time resign and sever their connection therewith by causing to be delivered to the President of this Corporation, a resignation as such member, in which event such resignation shall become effective from the time it shall have been accepted by the President. A resignation of any member of this Corporation may also be tendered to, received by, acted upon and accepted at any regular or special meeting of the members of this Corporation. Members may be removed at any time by the President.

Vote SECTION 3. At any meeting of the Members of this Corporation, each member may vote either in person or by proxy, in writing.

Quorum A majority of the members of the Corporation shall be requisite at any meeting to constitute a quorum.

Annual Meeting SECTION 4. Annual meeting of the members of the Corporation shall be held on or about the First day of October of each year at the principal office of the Corporation in the City of Atlanta at such an hour as may be designated.

Elect Officers SECTION 5. At its annual meetings, the Members shall elect by ballot, by a plurality vote, five (5) Trustees, to serve for a term of one (1) year, and until their successors are elected and have qualified, each member being entitled to one (1) vote, in person or by proxy. Notice of such annual

meetings shall be mailed to each member at his address, as same appears on the records of the Corporation, at least five (5) days prior to the meeting.

Special Meetings SECTION 6. Special meetings of Members of this Corporation may, and at the request in writing of the majority of members of this Corporation shall, be called by the President or Secretary. Such request shall state the purpose of the proposed meeting, and the business transacted at such special meetings shall be confined to the object stated in the call, and matters germane thereto.

Notice of Special Meetings SECTION 7. Written notices of special meetings of the Members of this Corporation stating the time, place and object thereof shall be mailed, postage prepaid, at least five (5) days before the time fixed for such meeting, to each member, at such address as appears on the books of the Corporation. Special meetings may be held at any time or place in the State of Georgia, without notice, upon all members being present.

ARTICLE III

TRUSTEES

How Elected SECTION 1. The first Board of Trustees of this Corporation shall consist of EVANGELINE BOOTH, WILLIAM A. McINTYRE, ALFRED A. CHANDLER, WALTER PEACOCK, and ROBERT SANDALL. Thereafter the property and business of this Corporation shall be managed by a Board of Trustees, five (5) in number. They shall be elected by the Members of the Corporation at the Annual meeting of the Members to serve for a term of one year and until their successors are elected and shall qualify. Only such individuals shall be elected Trustees who are members of this Corporation.

Resignation of Trustees SECTION 2. A trustee of this Corporation may resign at any time by causing to be delivered to the Board of Trustees his written resignation, which may be received by, acted upon and accepted by the remaining trustees at any regular or special meeting of the Board of Trustees of this Corporation.

SECTION 3. The Trustees of this Corporation may have one or more offices for the conduct of the business of the Corporation, and keep books thereof, at the office of the Corporation in Atlanta, Georgia, and at such other places in the State of Georgia, as they may from time to time determine.

Express Power of Trustees

SECTION 4. Without prejudice to the general powers conferred by statute, by the Articles of Incorporation, and by these By-laws the Board of Trustees shall have the custody and control of all temporalities, and property, real and personal belonging to the said Corporation, and the revenues therefrom, and shall administer the same in accordance with the discipline, rules and usages of The Salvation Army of the governing body thereof. But this Section does not give to said Trustees as such any control over the policy or control of the religious or ecclesiastical membership of The Salvation Army, or power to dismiss any of the spiritual officers of the Corporation, and shall be subject to the rules and discipline of said Corporation laid down by the General of The Salvation Army, or his successor in office. In addition to the above powers, it is hereby expressly declared that the Board of Trustees shall have the following powers, that is to say:

(a) To purchase or otherwise acquire, for the Corporation, any property, rights or privileges which the Corporation is authorized to acquire, at such price or consideration, and generally on such terms and conditions, as the Trustees may deem fit.

(b) At their discretion to pay for any property or rights acquired by the Corporation, either wholly or partly in money, notes, bonds, debentures or other securities of the Corporation.

(c) To create, make and issue mortgages, bonds, deeds of trust, trust agreements, and negotiable or transferable instruments or securities secured by mortgage or otherwise, and to do any other act or thing necessary, to effectuate the same.

(d) To determine who shall be authorized on the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

(e) To delegate any of the powers of the Board of Trustees in the course of the current business of the Corporation to any standing or special committee or boards, or to any officer or agent, or to appoint any persons to be agents of the Corporation, with such powers (including the power to sub-delegate), and upon such terms as they think fit.

Regular Meetings SECTION 6. Regular meetings of the Board of Trustees may be held without notice, at such time and place as shall be from time to time determined by the Board of Trustees.

Quorum SECTION 7. At all meetings of the Board of Trustees, a majority thereof shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of the majority of such Trustees present at any meeting at which there is a quorum shall be the act of the Board of Trustees, except as may be otherwise specifically provided.

Special Meetings SECTION 8. Special meetings of the Board of Trustees may be called by the President or Secretary on five (5) days' notice to each Trustee, either personally, by mail or by telegram. Special meetings shall be called by the Secretary in like manner on the written request of four (4) Trustees. Special meetings of the Board of Trustees may be held at any time or place, without notice, upon all of the members of the Board of Trustees being present.

ARTICLE IV

OFFICERS

Officers SECTION 1. The Officers of this Corporation shall be a President, First Vice-President, Second Vice-President, Secretary and Treasurer. Any two (2) of the aforesaid Officers (except that of President and Treasurer) may be filled by the same person.

Ex-Officio Officers SECTION 2. Whosoever shall be Commander-in-Chief of The Salvation Army in the United States of America, Commissioner of the Southern Territory of The Salvation Army in the United States of America and Chief Secretary of The Salvation Army in the Southern Territory shall ex-officio be the President, First Vice-President, and Second Vice-President, respectively of this Corporation.

Elective SECTION 3. The Board of Trustees shall, at its first meeting after each annual meeting of the members of this Corporation, choose a Secretary and Treasurer, who need not be members of the Board of Trustees.

Additional Officers SECTION 4. The Board of Trustees may appoint such other officers and agents as it shall deem necessary, who shall have such authority and perform such duties as may from time to time be determined by the Board of Trustees.

ARTICLE V

EXECUTIVE COMMITTEE OR BOARDS

Members Chosen SECTION 1. There shall be executive Boards of not less than five (5) members appointed by the Board of Trustees who shall at stated times or on notice by any of the Presidents meet. During the intervals between the meetings of the Board of Trustees, they shall advise with and aid the officers of the Corporation in all matters concerning its interests and the management of its business, and generally perform such duties and exercise such powers as may be directed or delegated by the Board of Trustees from time to time. The Board of Trustees may delegate to such Boards authority to exercise all the powers of the Board of Trustees, excepting power to amend the By-Laws, while the Board of Trustees is not in session.

A secretary shall be appointed to such Boards and complete records shall be kept of all business transacted at such meetings; said Minutes shall be submitted to and acted upon by the Board of Trustees at its regular or special meetings.

Vacancies SECTION 2. Vacancies in the membership of such Executive Boards shall be filled by appointment by the Commander-in-Chief of The Salvation Army in the United States of America.

ARTICLE VI

COMPENSATION

SECTION 1. Trustees, as such, shall receive no stated salary for their services, but by resolution of the Board of Trustees, the expenses of the attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Trustees, PROVIDED, HOWEVER, that nothing herein contained shall be construed as precluding any Trustee from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE VII

DUTIES OF OFFICERS

President SECTION 1. The Commander-in-Chief of The Salvation Army in the United States of America, incorporated under the laws of the State of New York, shall be ex-officio the President of the Corporation. He or she shall, if present, preside at all meetings of the members and of the Trustees, and have general and active management of business, of this Corporation. He or she shall execute mortgages, deeds, instruments of conveyance, bonds, notes or other contracts requiring a seal, under the seal of the Corporation; also any and all documents and papers of every kind that may be or become necessary to be executed on behalf of this Corporation. He or she shall be ex-officio a member of all standing committees or Boards, and shall have the general powers of supervision and management usually vested in the office of the President of a Corporation.

Powers To Remove Officers and Members SECTION 2. There shall be vested in the President, the power and authority and without the necessity to assign any cause, to remove or suspend any elected or appointed officer, or any agent or employee of this Corporation, either permanently or temporarily; also to suspend or remove any member of this Corporation, and also to remove or suspend any elected Trustee thereof. Such removal or suspension shall be in writing and shall take effect immediately upon the President of this Corporation causing notice thereof to be served upon the then Secretary of this Corporation. Such notice may also be given by telegram. Notice of such removal or suspension may also be mailed to or served upon the individual to whom it is applicable, but the giving of notice to the individual to whom it is applicable shall not be prerequisite to the taking effect, in the manner hereinabove provided, of such removal or suspension. Should this power of removal or suspension be exercised by the President, then authority is hereby vested in the President to fill any vacancy that is occasioned thereby, by appointment in writing, in which event the individual so appointed shall exercise all the powers, and is hereby expressly given all the power and authority, vested by these By-Laws in the office to which he is appointed, and he shall hold office until the next annual meeting of the members (in case a Trustee is appointed) and until a successor to the persons so appointed shall have been elected and shall have qualified. Such appointment shall take effect from the moment a notice in writing to the effect is signed by the President of

this Corporation. Such appointment may be by telegram. Notice of such appointment may also be mailed to or served upon the Secretary of this Corporation, but the giving of the notice to the individual to whom it is applicable, or the service of notice upon the Secretary, shall not be prerequisite to the taking effect, in the manner herein provided, of such appointment.

Vice-Presidents SECTION 3. The Vice-Presidents in their respective order, shall, in the absence or disability of the President, perform the duties of the President, but only the President shall have the power to remove members, officers, or Trustees, as in the preceding section provided. No indebtedness obligating the Corporation in any one transaction of business in excess of the amount authorized in the Memoranda of Appointment shall be incurred without the written approval thereof of the President having been first procured, and which written approval shall be placed on file in the record book of this Corporation and preserved among the records. No property can be sold, traded or exchanged without first having secured the President's consent thereto in writing. Such approval shall become part of the records of the meeting of the Board of Trustees.

Secretary SECTION 4. The Secretary shall attend all sessions of the Board of Trustees and at all meetings of the Members, and act as Clerk thereof, and record all votes and the Minutes of the proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall give or cause to be given, all notices of meetings of the Board of Trustees or Members and perform such other duties as may be prescribed by the Board of Trustees or by the President, under whose supervision he shall be. He shall have custody of the Corporate seal, and shall, when required to do so, affix the same to any instrument requiring the same, and attest the same by his signature as Secretary. He shall keep an accurate record of the members of this Corporation, including the date of the appointment or removal of each member. A duplicate set of books kept by him or in his custody, including all entries therein, shall be made by him and filed with the President of the Corporation.

Treasurer SECTION 5. The Treasurer shall have custody of the Corporate funds and securities and shall keep full and accurate accounts of all receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and valuable effects in the name and to the credit of the Corporation,

in such depositories as may be designated by the President or by the Board of Trustees.

SECTION 6. He shall disburse the funds of the Corporation as may be ordered by either the President or Board of Trustees, taking proper vouchers for such disbursements, and shall render to the President and Trustees, at the regular meetings of the Board of Trustees, or whenever they may require it, an account of all his transactions as Treasurer, and of the financial condition of the Corporation. He shall give to the Corporation, a bond, if required by the President of the Board of Trustees, in a sum and with one or more securities satisfactory to the President of the Board of Trustees, for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control, belonging to the Corporation.

ARTICLE VIII

VACANCIES

How Filled SECTION 1. If the office of any Trustee, or of any elected officer, agent or appointed officer, becomes vacant for any reason other than removal by the President (in which event the vacancy can be filled as hereinbefore provided), the Board of Trustees, though less than a quorum, may choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred. No individual shall be so chosen by the Board who has not been previously nominated or approved in writing by the President of this Corporation.

ARTICLE IX

CERTIFICATE OF MEMBERSHIP

Certificates SECTION 1. The Secretary is hereby authorized and empowered to execute and deliver to each member of this Corporation, a certificate evidencing the fact that he is a member of the Corporation; such certificate shall bear the seal of the Corporation, and be attested by the Secretary. But no certificate of membership shall be issued to an individual who has not been appointed in writing by the President.

ARTICLE X

SEAL

How Identified SECTION 1. The Corporation shall have a Corporate Seal of which the impression set opposite this section shall be an identification.

ARTICLE XI

INSPECTION OF BOOKS

SECTION 1. The President shall determine from time to time, when and under what conditions and regulations the accounts and books of this Corporation shall be open to inspection of the Members.

ARTICLE XII

FISCAL YEAR

SECTION 1. The fiscal year shall begin on the first day of October in each year.

ARTICLE XIII

NOTICES

How Given SECTION 1. Whenever under the provision of these By-Laws, notice is required to be given, to any Trustee, Officer or Member (including notices of removal or suspension) it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in the Post Office or letter box, in a postpaid sealed wrapper, addressed to such Trustee, Officer or Member, at such address as appears on the books of the Corporation, or in default of such address, to such Officer, Trustee or Member of the general Post Office in Atlanta, Georgia, and such notice shall be deemed to have been given and served at the time when it is mailed.

Waiver of Notice SECTION 2. Any Trustee, Officer or Member may waive any notice required to be given under these By-Laws.

ARTICLE XIV

AMENDMENT AND REPEAL OF BY-LAWS

SECTION 1. The Board of Trustees by the affirmative vote of all its Members, including the President of the Corporation, may alter or amend these By-Laws, at any regular or special meeting of the Board of Trustees.

CERTIFICATE OF SECRETARY

I, [illegible] DO HEREBY CERTIFY that I am the Assistant Secretary of The Salvation Army, a corporation organized and existing under and by virtue of the laws of the State of Georgia; that I am the keeper of the records and of the corporate seal of said corporation, and that the foregoing is a full, complete, true and accurate copy of the By-Laws of said corporation, together with all changes and amendments at any time made thereto, and that said By-Laws are in full force and effect.

WITNESS my hand and the official seal of said corporation, this 26 day of June A. D. 1933

Secretary.

SAMUEL PLANT NOTARY PUBLIC FULTON COUNTY, GA.

Subscribed and sworn to before me this 26th day of June. A. D. 1933 J. Pearce

LIBER 73 PAGE 87

THIS AGREEMENT, Made this 20th day of January, 1939, by and between -

Constance Hart Harrison and Grace Hart, both of the United Kingdom of Great Britain and Ireland, parties of the first part;

The Salvation Army, a body corporate of the State of Georgia, party of the second part; and

Mercantile Trust Company of Baltimore, a corporation of the State of Maryland, Executor named in the will hereinafter mentioned, party of the third part.

Filed Sept. 15, 1939

WHEREAS, Walter H. Hart, late of the City of Annapolis, Anne Arundel County, State of Maryland, died on the 21st day of March, 1937, survived by Beatrice E. Hart, from whom he had theretofore been divorced a vinculo matrimonii, and two daughters by a former marriage, the parties of the first part hereto, and no other children or descendants; and

WHEREAS, the said Walter H. Hart left a will dated August 15, 1936, which was admitted to probate in the Orphans' Court for Anne Arundel County on March 24, 1937; and

WHEREAS, a petition and caveat was thereafter filed to said will by the parties of the first part, upon which said caveat issues were framed and sent to the Circuit Court for Anne Arundel County for trial, but were thereafter removed to the Circuit Court for Howard County for trial; and

Re-filed Oct. 13/39

WHEREAS, the parties hereto being and comprising all of the parties interested in said contest, have agreed to settle and compromise the same upon the basis hereinafter set forth; to evidence which and to consummate and effectuate which compromise and settlement these presents are executed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises and of the mutual stipulations and covenants herein contained, the parties hereto do respectively covenant and agree as follows:

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1. The parties of the first part hereby agree that they will interpose no objections to the entry of a verdict upon the issues which have been transmitted upon said will contest; said verdict to be, as to issues B, C & D, "Yes"; as to issues E & F, "No"; and as to issue G, "Yes"; to the end that said will shall be judicially determined to be the valid last will and testament of said testator.

2. It is further agreed that upon the entry of such verdict, an order shall be passed by the Orphans' Court for Anne Arundel County, sustaining said will and the probate thereof.

3. It is further covenanted and agreed that the party of the third part shallpay out of the estate then in its hands, the following sums to the following persons and corporation, being legacies left them by the will of said decedent --

(a) To Theodore Burgess, the sum of five hundred dollars.

(b) To Dorothy E. Hugg, the sum of five hundred dollars.

(c) To Bertha M. Foust, the sum of five hundred dollars.

(d) To Arthur E. Hall, the sum of one hundred dollars.

(e) To Philip Ennis and Elizabeth Ennis, each the sum of one dollar.

(f) To the Annapolis Emergency Hospital, the sum of one dollar.

4. It is further covenanted and agreed that the following articles shall be transferred and delivered to the following-named persons, being specific legacies left them by said decedent --

(a) To Linwood L. Clark, the decedent's nine stone diamond stickpin, cluster, set in red gold.

(b) To George B. Woelfel, the decedent's nine stone diamond cluster stickpin, set in white gold.

(c) To Elfried Shawn, the decedent's six-volume set of Longfellow's Works, illustrated, and an oil painting, "Cattle and Goat".

(d) To Albert Jerome Goodman, decedent's ten-volume set "Crowned Masterpieces of Literature," edited by David J. Brewer.

5. The parties of the first and second parts hereby authorize and empower the partyof the third part to sell such of the real estate of the decedent as they may in writing direct, for the purpose of raising money to pay the costs of administration, debts, legacies, taxes, etc.

6. The parties of the first part agree upon the request of the party of the second part, to forthwith assign to the party of the second part all of their right, title and interest as legatee, devisee or annuitant under the last will and testament of their father, Walter H. Hart, deceased, and to secure, if required, the joinder of Mrs. Harrison's spouse thereto.

7. The party of the second part after receipt of such assignment in form acceptable to its attorney, agrees to forthwith file its election with the party of the third part to take and receive the real estate of said decedent, then remaining unsold, in its unconverted form, thus reconverting the same, to the end that all of the real estate of said decedent not converted and sold prior to the time of filing said election, shall remain unaffected by the direction to sell contained in the will of said decedent and be and become vested in the party of the second part as the sole residuary devisee under said will.

8. The party of the third part, as such Executor, is authorized and directed to pay out of any assets then in its hands, any remaining debts and expenses of administration, the cost of title examination of all of the properties of the decedent, the court costs of said will contest, and the issues transmitted thereunder, funeral expenses of said decedent, including the cost of a suitable monument to mark his grave, federal and Maryland estate taxes, and all other taxes and all collateral inheritance taxes and direct inheritance taxes, together with any interest due and payable with respect to any such taxes, and an attorney's

fee of three thousand dollars to counsel for the Executor, and then state its administration account in the Orphans' Court for Anne Arundel County, distributing the remaining personal estate then in its hands, less the sum of twenty-five thousand dollars, which it is hereby authorized and empowered to retain for further accounting until all returns for taxes paid by it have been finally approved, and to use such sum or such part thereof as may be necessary to pay additional taxes, if any be found due, upon a revision of such returns, unto the party of the second part.

9. The party of the second part after filing its said election with the party of the third part and after title to all of the real estate of said decedent not theretofore sold by the party of the third part shall have become vested in it by reason of such election, and after the statement by the party of the third part of its administration account and the receipt by the party of the second part of all of the remaining net personal estate and property of said decedent, covenants and agrees to bargain, grant, convey, set over and assign one half of the estate of said decedent so coming into its hands, provided that such one half shall not exceed one hundred thousand dollars, unto the parties of the first part as tenants in common.

The whole of said payment to the parties of the first part to be made by lot in kind, in property, at the inventory value of said real estate; the share of the parties of the first part to include, however, one half of any cash distributed to the party of the second part by the administration account of the party of the third part; also any furniture or furnishings of the estate contained in any of the properties drawn by the parties of the first part, at the inventory value thereof; but if it shall so happen that any of the furnishings shown in such inventory to be in said properties are not there, or if any not shown to be there by said inventory are there, proper adjustments shall be made on the basis of inventory value. In addition to such cash

and the chattel property above referred to, both of which shall correspondingly reduce the amount of real property to which the parties of the first part shall be entitled, the share of the parties of the first part shall likewise consist of such property or cash as may be allotted to them under the last paragraph of this paragraph 9, and the amount of real property that the parties of the first part may be entitled to draw hereunder shall be further reduced to the extent thereof.

In order to determine the party first entitled to draw, two similar slips, each bearing a number; one an even number and the other an odd number, shall be placed in some non-transparent receptacle; which said receptacle shall then be placed by some third party in such a position that the persons designated by the parties of the first part and the party of the second part to draw for them, will not be able to see inside of said receptacle. The parties so designated shall then each draw from said receptacle one of said slips, and the one that shall draw the odd number shall have the first choice.

The party having the first choice shall then make his selection of one property from a list of the properties at that time constituting the estate, prepared for the purpose by the party of the third part. The other party, after such selection by the party first entitled, shall then make their or its selection of one or more properties equal in appraised value to or as nearly as possible the one drawn by such other party, and so on until the parties of the first part shall have drawn property, including the additions in this agreement specifically set forth, of an appraised value equal to one half of the net estate not exceeding one hundred thousand dollars.

After such selection shall have been made the real

LIBER 23 PAGE 91

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property selected by the parties of the first part shall be granted and conveyed unto them by proper deed by the party of the second part, after all proper adjustments of taxes and all other public dues and charges and rents upon the properties selected by the parties of the first part up to the date of such selection, have been made.

If an examination of title shall disclose that one or more of the titles to the properties at that time comprising the estate of said decedent in the hands of the party of the second part, are defective, then such property or properties shall either be sold at the best price obtainable and the proceeds divided one half to the parties of the first part, in part payment of their share of the estate, and the remaining half to the party of the second part; or if divisible in kind, such properties shall, as to one half thereof, be conveyed to the parties of the first part (whether selected by them or not), in part payment of their share of the estate, and title to the remaining one half shall remain in the party of the second part.

10. All other property then remaining in the hands of the party of the second part and all other property belonging to said decedent which may thereafter come into its hands, shall belong to it, free, clear and discharged of any claims of any kind or character whatsoever which the parties of the first part as legatees, devisees or annuitants could or might possibly assert against it.

11. All of the parties hereto hereby covenant and agree to execute such additional deeds, assignments or other assurances that may be necessary and proper in order to fully effectuate and carry out the intent and purpose of this agreement. It is understood and agreed that counsel fees of counsel for the parties of the first part shall be paid by the parties of the first part; and that counsel fees of counsel for the party of the second part shall be paid by the party of the second part.

12. The parties hereto of the first and second part release any claims or demands of any nature whatsoever which they might now or hereafter have the right to assert, one against the other; it being the intent of this agreement that after the settlement outlined herein has been fully consummated, that any claims they may now or hereafter have, one against the other, and arising out of the estate of the said Walter H. Hart, deceased, shall be fully settled and extinguished.

13. It is covenanted and agreed that this agreement shall not in any event become effective and binding in any particular upon the party of the third part until it shall have sold and received in cash, in payment thereof, real estate of the appraised value sufficient in amount to enable it to consummate this agreement, which said real estate when properly designated by the parties of the first and second part it covenants to forthwith attempt to sell.

14. If the net estate distributable under Paragraph 9 of this agreement is more than two hundred thousand dollars, then, after the final settlement and release of all tax claims, such part of the twenty-five thousand dollars retained under Item 8 hereof, and not used for additional taxes, shall be paid over by the party of the third part to the party of the second part; but if it shall so happen that the net estate distributable under Paragraph 9 of this agreement is less than two hundred thousand dollars, then, after the final settlement and release of all tax claims, such part of the twenty-five thousand dollars retained under Item 8 hereof, and not used for additional taxes, shall be distributed equally between the parties of the first part and the party of the second part; the parties of the first part taking a share equal to the party of the second part, to the extent that such distribution may be necessary to increase the share of the parties of the first part to one hundred thousand dollars, if the

net estate distributable under Item 9, together with the balance of said twenty-five thousand dollars retained under Item 8, shall equal or exceed two hundred thousand dollars, otherwise said balance shall be divided equally.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, and the parties of the second and third part have caused these presents to be executed by their proper officers and their corporate seals to be hereunto duly affixed, attested by their respective Secretaries.

Witness:

E. C. Homewood.

Constance Hart Harrison (SEAL)

Grace Hart (SEAL)

THE SALVATION ARMY,

By Ernest Ingmire
President.

Attest:

Robert Young
Secretary.

MERCANTILE TRUST COMPANY OF BALTIMORE,

By J. R. Walker
Vice-President.

Attest:

M. O. Wilson
ASST Secretary.

STATE OF MARYLAND, ~~ANNE ARUNDEL COUNTY~~ Baltimore City, To-Wit:

I HEREBY CERTIFY, That on this 20 day of January, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~, personally appeared Grace Hart, and acknowledged the foregoing agreement to be her act and deed.

WITNESS my hand and Notarial Seal.

Bonnie J. Loveless
Notary Public.

GREAT BRITAIN AND NORTHERN IRELAND
LONDON, ENGLAND,
CONSULATE GENERAL OF THE UNITED STATES OF AMERICA } SS

UNITED KINGDOM OF GREAT BRITAIN & IRELAND, CITY OF LONDON, To-Wit:

I HEREBY CERTIFY, That on this 1st day of February, 1939, before me, a Vice Consul ~~General~~ of the United States of America, in the City aforesaid, duly commissioned and qualified, personally appeared Constance Hart Harrison, and acknowledged the foregoing instrument to be her act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

J. P. Callahan
~~Consul General~~
JAMES E. CALLAHAN
Vice Consul of the United States of America at London, England

Service No. 902

AMERICAN CONSULAR SERVICE $2.00 FEE STAMP

Fee $2 = 8s 8d

STATE OF GEORGIA, COUNTY OF FULTON, To-Wit:

I HEREBY CERTIFY, That on this 4th day of March, 1939, before me, the subscriber, a Notary Public of the State of Georgia, in and for the County aforesaid, personally appeared Ernest G. Dugmire, Vice-President of The Salvation Army, and acknowledged the foregoing agreement to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal.

Vera Bryant
Notary Public.
Notary Public, Fulton County, Georgia.
My Commission Expires January 24, 1941

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 14th day of March, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared Joseph R. Walker, Vice-President of the Mercantile Trust Company of Baltimore, and acknowledged the foregoing agreement to be the act and deed of said Corporation as Executor of the will of Walter H. Hart, deceased.

WITNESS my hand and Notarial Seal.

Gordon E. Hellenthuger
Notary Public.
My Commission Expires May 1, 1939

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor of the Estate of Walter H. Hart, deceased, et al.,	:	ANNE ARUNDEL COUNTY
	:	No. 7782 - Equity
Defendants.	:	

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of the Mercantile Trust Company of Baltimore, a body corporate of the State of Maryland, Executor of the estate of Walter H. Hart, deceased, to the Amended Bill of Complaint in this Court against it and others exhibited, respectfully shows -

That your respondent adopts the Answer of The Salvation Army heretofore filed in this cause as its Answer to said Amended Bill of Complaint.

Filed Sept. 15, 1939

Venable, Baetjer & Howard
Solicitors

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the Estate of Walter H. Hart, deceased,

By A. F. Dempsey
Trust Officer.

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 15th day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing Answer are true as therein set forth, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

GORDON E. KELLENBERGER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Gordon E. Kellenberger
Notary Public.

LINWOOD L. CLARK,	:	IN THE CIRCUIT COURT
Plaintiff	: :	
VS.	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor of the Estate of Walter H. Hart, deceased, et al.,	: :	ANNE ARUNDEL COUNTY
Defendants.	:	No. 7782 - Equity.

- - - - - - -

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Grace Hart and Constance Harrison (nee Constance Hart), Respondents in this cause, to the Amended Bill of Complaint, exhibited against them respectfully shows unto Your Honor:

FIRST: Answering Paragraph 1 of the Amended Bill of Complaint Your Respondents admit the allegations contained therein.

SECOND: Answering Paragraph 2 of the Amended Bill of Complaint Your Respondents admit the allegations contained therein, except the allegation that there are undiscovered assets, which allegation, Your Respondents, being without knowledge thereof, can neither admit nor deny but demand strict proof.

THIRD: Answering Paragraph 3 of the Amended Bill of Complaint Your Respondents admit the allegations contained therein, as a recital of certain paragraphs of the Will of the late Walter H. Hart, Deceased.

FOURTH: Answering Paragraph 4 of the Amended Bill of Complaint Your Respondents admit the allegations therein contained.

FIFTH: Answering Paragraph 5 of the Amended Bill of Complaint Your Respondents admit that the Salvation Army, a body corporate of the State of Georgia, has qualified in Maryland, and that its principal office in this State is at No. 1601 West Baltimore Street, Baltimore, Maryland; and in further Answer to Paragraph 5 of the Amended Bill of Complaint Your Respondents say that they are informed that the said Walter H. Hart had dealings with the Salvation Army, a body corporate of the State of Georgia, and therefore deny that the said Walter H. Hart had no dealings with the Salvation Army, a body corporate of the State of Georgia, and they deny that the Annapolis Branch of the Salvation Army is in no way connected with the Salvation Army, a body corporate of the State of Georgia, but on the contrary Your Respondents are advised and

Filed Sept. 15, 1939

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therefore allege that the Annapolis Branch of the Salvation Army is under the jurisdiction of the Salvation Army, a body corporate of the State of Georgia, and that in the distribution of the territory allotted to the various branches of the Salvation Army, the Annapolis Branch became under the sole and complete jurisdiction of the Salvation Army, a body corporate of the State of Georgia, and was under its jurisdiction at the time of the making of the will by the said Walter H. Hart and continues up to this time under the jurisdiction of the said Salvation Army, a body corporate of the State of Georgia. In further Answer to said Paragraph 5 of the Amended Bill of Complaint Your Respondents admit that the said Walter H. Hart was familiar with the work and was a patron of the Salvation Army in Annapolis, but these Respondents do not know to what extent he was a liberal patron of the Salvation Army in Annapolis, and still in Answer to said Paragraph 5 Your Respondents say that the will speaks for itself as to the intention of the Testator.

SIXTH: Answering Paragraph 6 of the Amended Bill of Complaint Your Respondents say that they know nothing of the residence of the Plaintiff or his being a tax payer in Anne Arundel County, but deny that the Plaintiff has any interest as Trustee or otherwise under the will or that the Testator ever intended that he should have any control over the estate as Trustee or otherwise.

SEVENTH: Answering Paragraph 7 of the Amended Bill of Complaint Your Respondents admit that up to the time of the filing and probating of the will in this case they lived in England, but shortly thereafter Your Respondent, Grace Hart, moved to Annapolis, Maryland, and has made that her residence ever since. Your Respondents admit that the caveat was filed as alleged, but deny that the only issue in this case was that of mental incompetency, but on the contrary say there were six issues filed in the case. Your Respondents further Answering said Paragraph 7 of the Amended Bill of Complaint say they have no knowledge of whether or not the Plaintiff withheld the filing of his Bill of Complaint pending the trial of the caveat case.

EIGHTH: Answering Paragraph 8 of the Amended Bill of Complaint Your Respondents say that they know nothing of the time when the Plaintiff learned there was an agreement sought to be made between Your Respondents and the Salvation Army of Georgia, and Your Respondents deny that the Salvation Army

was treated as the absolute owner of the residue of the estate.

NINTH: Answering Paragraph 9 of the Amended Bill of Complaint Your Respondents admit that the Plaintiff obtained an Order of the Orphans' Court for Anne Arundel County, but says that same was on an exparte petition and without notice to Your Respondents.

TENTH: Answering Paragraph 10 of the Amended Bill of Complaint Your Respondents admit that the Will has now been unconditionally validated by a verdict in favor of the caveatees, but say that the verdict for the caveatees was rendered in pursuance of an agreement of settlement agreed upon and arrived at before the caveat case came up for trial; that the caveators offered no evidence and that it was understood and agreed they were not to offer any evidence because of the agreement which was made and entered into, a copy of which agreement has been filed in this case by the Salvation Army and which copy Your Respondents therefore make a part of their Answer. That the agreement entered into was made after a thorough and complete investigation of all the facts in possession of the caveators, these facts were made known by Your Respondents to the Executor and the Salvation Army and they were thoroughly investigated and checked and it was because the Executor and the Salvation Army both concluded that they were likely to get nothing if the case was tried and therefore, after being fully convinced and satisfied, that the will could not be upheld and would be broken, the agreement of settlement was finally made.

ELEVENTH: Answering Paragraph 11 of the Amended Bill of Complaint Your Respondents say that they do not consider it necessary to Answer the propositions therein set forth.

TWELFTH: Answering Paragraph 12 of the Amended Bill of Complaint Your Respondents admit the allegations therein to be true insofar as they relate to the outright gifts, otherwise they deny the allegations and demand strict proof.

THIRTEENTH: Answering Paragraph 13 of the Amended Bill of Complaint Your Respondents are advised that the Annapolis Branch of the Salvation Army is only a part or an instrumentality of the Salvation Army, a body corporate of the State of Georgia, and that the Salvation Army, a body corpor-

ate of the State of Georgia, has complete and absolute jurisdiction over the Annapolis Branch; and further Answering said paragraph Your Respondents say that they are advised it is not necessary to answer the balance of said paragraph because the same is immaterial.

FOURTEENTH: Answering Paragraph 14 of the Amended Bill of Complaint Your Respondents deny that the Plaintiff has any interest whatever as Trustee and that no trust is created by the will; that the Testator never did or contemplated the appointment of the Plaintiff as Trustee and that the appointment of the Plaintiff as Trustee under the will is absolutely precluded by the very terms of the will; that the will is unambiguous and the language needs no interpretation.

FIFTEENTH: Answering Paragraph 15 of the Amended Bill of Complaint Your Respondents deny the allegations contained in said paragraph, but on the contrary say that the Orphans' Court has full jurisdiction of the subject matter and is thoroughly competent and qualified to administer the estate and has jurisdiction over all matters necessary for the proper administration of said estate and that the Amended Bill of Complaint in this cause, therefore, should be dismissed.

HAVING fully Answered said Amended Bill of Complaint Your Respondents pray that they be hence dismissed with their proper costs.

Grace Hart

Constance Harrison
by Grace Hart
Respondents.

Richard B. Tippett

Carlyle Martin
Solicitors for Respondents.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14th day of September, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Grace Hart and for herself and on behalf of Constance Harrison (nee Hart) made oath in due form of law that the matters and facts set forth in the aforegoing Answer are true to the best of her information and belief.

AS WITNESS my hand and Notarial Seal.

Burnice J. Lonegrove

BURNICE F. LOVELACE NOTARY PUBLIC BALTIMORE CO.

Linwood L. Clark,

vs.

Mercantile Trust Co.,

et al.

No. 7782 Equity.

Circuit Court for Anne Arundel County.

Filed Oct. 13, 1939

ORDERED by the Circuit Court for Anne Arundel County, this 13th day of October, 1939, that leave be and it is hereby granted to the parties to this cause, to take Testimony before the Court in support of the Bill and Answers, and the 13th day of October is set for the said hearing before the Court.

F. Neal Parker Judge.

Exh. # 1
J.D.S.

COPY.

December 2nd, 1938.

Mercantile Trust Company,
Baltimore, Maryland.
Attention Mr. Dempsey.

In the matter of the estate
of Walter H. Hart.

Dear Mr. Dempsey:

Confirming my conversation with you over the phone today the record shows that on October 5th, 1938, an Order was passed by the Orphans Court permitting me to intervene as a party defendant in the Caveat proceedings. The Order provided that a copy of the petition and Order be transmitted to the Circuit Court and be filed among the papers in the issues framed and transmitted to that Court which was done. My interest is on behalf of the ultimate beneficiaries under Mr. Hart's will, to wit: Certain unfortunate classes in Anne Arundel County. If sustained, it is my present purpose to ask for a construction to determine whether it was Mr. Hart's testamentary intent to make an absolute gift of the residue of his estate to the Salvation Army, or create a trust, the income to be used by the Army for the designated purposes. My authority for intervention is found in the Will.

Filed - Oct 13/39

I therefore respectfully suggest that no compromise of controversies arising in the settlement of this estate should be made without my joinder, or approval.

Yours very truly,

LLC/cmh.
Copy to
Richard B. Tippett,
1106 Mercantile Trust Co.,

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Sub #2 JSS

EDWIN G. BAETJER
CHARLES McH. HOWARD
HARRY N. BAETJER
JOSEPH FRANCE

J. CROSSAN COOPER, JR.
JOHN M. BUTLER
HUNTER H. MOSS
STUART S. JANNEY, JR.
NORWOOD B. ORRICK
GEORGE W. CONSTABLE

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TELEPHONE
PLAZA 6780

VENABLE, BAETJER AND HOWARD
ATTORNEYS AT LAW
1409 MERCANTILE TRUST BUILDING
BALTIMORE & CALVERT STS.
BALTIMORE, MD.

December 21, 1938.

Honorable Linwood L. Clark,
Annapolis, Maryland.

Dear Judge Clark:

I received a copy of the letter that you wrote to Mr. Tippett, under date of December 19th, this morning. I don't think that you have any right to intervene in the caveat case nor do I believe that the testator even attempted to create a trust but if you are determined to go ahead I don't see that there is anything that we can do about it, with the possible exception of objecting to your being in the caveat case. I think you should strike your appearance in the caveat case.

I have had a talk with Mr. McGregor who represents the Salvation Army and if you think any good could come of it we would like very much to come to Annapolis and talk to you about the case; although before doing so I think it is no more than fair that we should tell you that we are satisfied that a bill for construction filed by you would not lie and that we are not disposed to in any wise modify the terms of our proposed settlement.

Filed Oct 13/39

Very truly yours,

John M. Butler

JMB:GS.

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Exh # 3 & 25

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December 3rd, 1938.

Richard B. Tippett, Esq.,
1106 Mercantile Trust Company,
Baltimore, Maryland.

Dear Mr. Tippett:

I am enclosing copy of a letter which I sent to the Mercantile Trust Company yesterday. I expect to be in Baltimore Monday and will drop in to see you in person about the matter. I am just wondering whether you knew of the intervention. I had assumed that Mr. Ginsberg who filed the Petition had sent you a copy.

With kind regards, I remain

Yours very truly,

Filed - Oct. 13/39

LLC/cmh.
Enc.

Copy to Richard B. Tippett,
Mercantile Trust Co.,

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Linwood L. Clark,

vs.

Mercantile Trust Company,

etc.

No. 7782 Equity.

In the Circuit Court

for

Anne Arundel County.

Testimony before the Court (Judge Parke)

October 13th, 1939.

Messrs. Clark and Ginsberg for the Plaintiff,

Mr. Butler for the Defendants.

I hereby certify that the following testimony was taken down by me as Court Stenographer before the Court and by me transcribed in due course.

Witness my hand and seal this 14th day of November, 1939.

Juliet L. Strahorn (Seal)
Court Stenographer.

Filed Nov. 14, 1939

WITNESSES:-

L.L.Clark,----------2 to 3----3

Col. George Darby,----------8

Col. Robert Young,---------9 to 12----12 to 13

Maj. Anna Sandquist,-------14

Maj. George H. Marshall,----15 to 16

Mrs. Dorothy Hugg Mitchell,-----17-----18.

Linwood L. Clark, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Linwood L. Clark, Attorney-at-Law, Annapolis, Md.

2. In December of 1938 did you have occasion to write The Mercantile Trust Company or their Attorney?

A. I did.

3. Do you have a copy of the letter which you wrote to them or their Attorney?

A. I have.

****Letter offered in evidence as Exhibit No. 1.

4. Will you give the date of that letter and read it to the Court.

A. The date is December 2nd, 1938 to the Mercantile Trust Co., Attention Mr. Dempsey.

Reads letter.

5. Under date of December 21st, 1938 did you receive a letter from the law firm of Venable, Baetger and Howard, addressed to you?

A. I did.

******Letter offered in evidence as Exh. No. 2.

6. Will you read that and give the date?

A. December 21st, 1938,----reads letter.

7. On December 3rd, 1938 did you address a letter to Richard B. Tippett, Esq.?

A. I did.

8. Is that a copy of the letter?

A. It is.

*****Offered in evidence as Exhibit No. 3

9. What is the date and read it to the Court?

A. December 3rd, 1938, -----Reads letter.

10. When you refer to " a copy" in there you mean Exhibit No. 1?

A. Yes.

(By Mr. Ginsberg) We will introduce the Charter and deed from Hart to the New York Salvation Army and to Georgia Salvation Army and certain

proceedings of the Orphans Court pertaining to the intervention of Judge Clark. If that is agreeable we will have them introduced and marked in the case.

****Objection to the introduction.

Q. Do you have the Order of the Orphans Court?

****Objection as not relevant.

(Court) What's the purpose of the offer?

****It is agreed by Counsel on both sides that this is a correct copy of the Charter, it may be exhibited.

****It is agreed that all exhibits in this case shall be in evidence.

*****Certified copies of two deeds offered in evidence.

(By Defendants) Exhibits in the case with the Exception of Defendants' Exhibit No. 1 are offered in evidence by the Plaintiff.

Cross Examination.

1. Your chief concern was the statement we were about to make, whether or not at the time you wrote those letters,---(interruption)

A. No, my chief concern from the beginning was to have a construction of this Will by the Circuit Court.

2. For what purpose?

A. For the purpose of determining whether there was an absolute gift to the Salvation Army or creation of a trust.

3. But the absolute gift theory was prompted by the fact that we were about to make a settlement, was it not?

****Objection.

A. No.

Year Book of Salvation Army offered and after discussion the offer was withdrawn by Judge Clark.

****Plaintiff. Because of the admissions of the Answer we find it unnecessary to put in the record any further testimony.

MOTION by Mr. Butler that the Bill be dismissed.

Offered in evidence the original Will of the Testator of which certified copy is filed Plaintiff's Exhibit A.

The following testimony is taken debene esse to be used from time to time as the case may require.

Col. George Darby, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. George Darby, 120 W. 14th st., New York City.

2. You are an officer of the Salvation Army are you not?

A. I am one of its commissioner personnel with the rank of Colonel, a Minister of the Gospel; its corporate secretary and officer of the New York Corporation "The Salvation Army, a New York Corporation."

3. How long have you been connected with the Salvation Army?

A. Thirty two years.

4. You are then entirely familiar with its discipline, usages and customs?

A. Yes.

5. Likewise familiar with the history in England and America?

A. Reasonably so.

6. Will you tell us, in your own words, about the operation of the Salvation Army, directing your attention particularly to its religious, charitable and temporal phazes?

A. The Salvation Army is recognized as a religious and charitable organization. Its first inspiration was solely spiritual, religious working among the poorer classes. We quickly experienced the social conditions of those poor folk and brought us to the following of social welfare. From the beginning we have been religious and charitable.
The world wide evident Ecclesiastic sense, or Religious procedure is in my mind rather diverse from its control of its temporalities, every country having made provision for that control. In the U.S. of America our first corponenity was the New York corporation under special Act of the Legislature that was in 1899.

*****Offered in evidence this Act as Exhibit.

The parent corporation, New York, under Special Act 1899, Ch. 468 empowered the Salvation Army to operate in every state in the Union and its territories. Since that time it has been found expedient and to comply with the rights of the several states, to incorporate in several states, and its activities have been divided into four territories for more efficient over sight, to do better work, for more concrete control, and limit -5-

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because of operation expense and cost of travel. The Salvation Army throughout the U.S. still operates in its Ecclesiastic procedures, subscription, doctrine, charity, usages uniformly with that of the entire world. The control of its temporalities is under adequate corporate procedure of the several states. We think of the Salvation Army for the want of a better term in "ology" as a " dual organization", that is an Ecclesiastical World wide spiritual movement and its corporate entity for the control of its Temporarities and Trusts.

There are four divisions, one in New York, one in Chicago, one in California and one in Georgia. Those are the four territorial divisions, there are several states in the Eastern division controlled from New York where the Salvation Army is also incorporated, New Jersey, Penn., Mass. and Conn. which, in regard to temporalities are in control in those states., all these are portions of the Eastern territory.

7. Who is President of all these organizations?

A. The Commander in Chief of the Salvation Army, Evangeline C. Booth of the Army of the U.S.

8. At the time of the creation of the Georgia division, to expedie business of the Salvation Army, was it necessary to transfer any property to that corporation it had taken over in that territory?

A. We transferred all activities, that is the temporalities to Georgia.

9. What states are in the Georgia corporation? Is Maryland in the Georgia corporation?

A. Yes.

10. I call your attention to the deed offered in evidence here dated June 28th, 1927 from the Salvation Army, etc. to the Salvation Army of Georgia, etc., calling your particular attention to the last paragraph on the first pafe, as follows:- "This conveyance is made subject to the Order of the Supreme Court held in and for New York County, etc. June 22nd, 1927 In the Matter of the Application of the Salvation Army for leave to convey its real property in Annapolis, etc." and ask if you are familiar with that proceeding?

A. I am.

11. Do you know why that proceeding was taken?

A. To transfer all the activities and the temporalities of the Salvation Army from the New York corporation to the Georgia corporation, and by

virtue of the fact in our own Act we are required to secure consent of the Supreme Court to make such conveyance.

12. And such proceeding was taken was it not?

A. It was.

****Offer certified copy of the proceedings, consisting of Petition and Order of the Supreme Court of New York authorizing transfer of property.

****Also offer the deed referred to.

13. Were you an officer of the Salvation Army stationed in New York at the time of the transfer of the property from Mr. Hart to the Salvation Army?

A. Yes.

14. Did your Association receive any correspondence from Mr. Hart in reference to that transfer?

A. Yes.

15. Will you tell us whether or not the Salvation Army received those four letters?

A. It did.

****Four letters offered in evidence.

16. Did the New York Corporation ever claim any interest in the estate now before his Honor?

A. Absolutely not.

17. Does it now claim such an interest?

A. It does not.

18. Has your Board of Trustees taken any action in connection with the property under the Will of Mr. Hart?

A. It has.

19. I hand you two papers and ask you if you know what they are?

A. Yes.

****Offered in evidence two papers, the Agreement,

****Objection. Overruled. Exception.

20. Is there any corporation other than the Salvation Army Incorporated in the State of Georgia that under the discipline, usages and customs of the Salvation Army could hold property in the name of the Salvation Army in the State of Maryland?

A. None.

21. There is none other such?

A. None.

22. That is true today and has been true since 1927 when this corporation was formed in Georgia?

A. Yes.

Cross Examination.

1. You spoke of the New York Corporation and New Jersey Corporation, and several others, there are only four territories and one corporation in each?

A. No, a number of corporations in the different territories.

2. There is the New York corporation, the parent corporationM

A. That is the Eastern territory, yes.

3. Are there other corporations in the Eastern territory?

A. Mass. a portion of the Eastern territory, Penn., N.J. and Conn.

4. Is that shown in your year book?

A. No, the year book is not a document.

5. With respect to the Southern territory in which Maryland is included is Georgia corporation the only one in the territory?

A. I think that should be answered by Georgia or some one from that organization. My own opinion is that there is. So far as I know Georgia is the only one, just one.

Re-Direct.

1. The Mass., Penn., and N. J. in the Eastern District are formed only because the law of these states requires they have a corporation in that state?

A. Exactly.

2. Are they all an intimate part of the New York corporation?

A. That's right.

Colonel Robert Young, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Col. Robert Young, 54 Ellis st., Atlanta, Georgia.

2. You are an officer in the Salvation Army and likewise Treasurer of the Georgia Corporation?

A. I am.

3. How long have you been connected with the Salvation Army?

A. I have been connected with it all my life, but been a commissioned officer giving my whole time to it for 31 years.

4. How long have you been an officer in the Georgia Corporation?

A. Since its inception in 1927.

5. Were you one of the founders of the Georgia Corporation in 1927?

A. I have been a member since its inception in 1927, and I have been an officer of the corporation since its inception.

6. Will you tell us how the Georgia Corporation was formed? Who caused its formation?

A. It was officially caused by the Georgia Courts.

7. At whose instance?

A. At the instance of the Commander of the Salvation Army in the U.S. Evangeline Booth.

8. What are your duties as Treasurer of the Corporation?

A. I have charge of all finances, of the records, of the various boards, and all that pertains to the trusteeship.

9. Are you familiar with the discipline, usages and customs of the Salvation Army?

A. I am.

10. Were you elected to your office or were you appointed?

A. I was appointed a member and I was elected Treasurer of the Board of Trustees.

LIBER 73 PAGE 115

11. Do you, by virtue of your religious connections with the Salvation Army, assume an office in the corporation?

A. No, not by virtue of my religious connection.

12. Is that true of any officer in the Salvation Army?

A. The Commissioner and Chief Secretary, the two top men in the territory are by virtue of their positions, they become vice-Presidents. They become automatically Vice-Presidents of the corporation serving the territory to which they are assigned, but the Treasurer is elected.

13. Will you tell us what is the relationship, if any, between Annapolis branch, and the Salvation Army, body corporate, of Georgia?

A. Annapolis is one of the branches in the Salvation Army that were included in the Southern territory when formed which included all the Salvation Army activities in the States from Maryland south to Florida, West to Oklahama and Texas, fifteen southern states including the District of Columbia.

14. At the time of the formation of the Georgia Corporation you took full charge and command of the Annapolis branch?

A. We did.

15. Have you been unmolested in your efforts since 1927?

A. Yes.

16. The testator in this case died on the 21st of March, 1937, leaving a will dated August 15th, 1936, will you tell us whether or not Annapolis branch was at either time under the supervision and control of the Salvation Army Incorporated in Georgia?

A. Under both dates.

17. Do the officers and personnel receive any compensation for their work?

A. Yes.

18. Will you tell us whether or not there are any officers or personnel of Annapolis Branch who receive compensation?

A. Yes, the officers receive compensation. There is a definite scale of salary but the officer cannot take it unless the expenses are met, otherwise they are not guaranteed.

LIBER 73 PAGE 116

19. You are the Treasurer of the Georgia Branch have you ever paid the Major, the present person in charge of Annapolis Branch any salary or compensation.

A. Not by me as Treasurer of the corporation.

20. Has it been paid by the corporation through any other officer?

A. Yes, by the Treasurer of the Annapolis corps or by officers authorized to take certain salary from her funds, but that is governed by the report he or she makes to our financial officer; he gets a weekly financial report and he approves, and later those accounts are audited and if they take more than they should it is audited back to them.

21. Who audits the accounts?

A. The divisional or state office. That is the office located 1601 West Baltimore st., Baltimore, Md. that is our principal office in the State of Maryland.

22. All officers in that office are under control of your Georgia corporation?

A. Absolutely.

23. Tell us, if you know, whether there is any supervision by Georgia over Annapolis, and if so, how is it exercised?

A. We have various boards set up at territorial center at which certain requests have to come through the divisional office to the territorial headquarters. Everything is done through that source, the Commander has first responsibility. We have oversight and supervision of Annapolis corps, and all property matters and all applications for such things as sick benefits or retirement of officer, any of these are presented to the territorial board and that board assumes control and the administration of those matters.

24. In other words officers under the regional director are answerable to him, and he in turn is answerable to your corporation?

A. That's right.

25. Do you commission any officer directly from Georgia?

A. Yes, all officers are commissioned from our headquarters or from the Training college in Atlanta or by the Commissioner.

26. They are subject to the discipline of the Salvation Army?

A. All of them.

LIBER 73 PAGE 117

27. By whom removable in the event becomes necessary?

A. That is done through the Board at territorial headquarters through the divisional office.

28. Without consulting the Georgia Corporation or officers?

A. And after consulting the Board under the Georgia Corporation having charge of that.

29. In other words you supervise the Annapolis Branch?

A. Absolutely.

30. You mean by that answer "absolutely" that your corporation in Georgia contacts the Annapolis Branch through the Maryland ddivision in Baltimore? There is filed as Exhibit No. 2 with the Answer an agreement of settlement between the Salvation Army and the two daughters of the Testator, and the Mercantile Trust Company, are you familiar with that agreement, in your official capacity as an officer of the Georgia Corporation?

A. I am.

Cross Examination.

(Clark)

1. I think you have stated that the only direct contact the Georgia corporation has with the operations of the Annapolis Branch is you certified its officers, is that correct?

A. No.

2. Outside of that you contact the local organization here through the Maryland office?

A. In most of the things we do contact through the divisional officer, he is our territorial representative of the Georgia Corporation in this State and most of those ordinary working matters come thorugh that method.

3. Is not that also true with respect to the Annapolis officers, recommendations come through Baltimore division?

LIBER 73 PAGE 118

A. Not necessarily as to who shall be appointed, he can make recommendations but the Board in Georgia controls that, and appoint to Annapolis or any place just the officer it sees fit.

4. I notice in the Exhibit which you filed with your Answer there is included in your by-laws which are part of your charter the provision that members of the Salvation Army become such only on the written certificate of the Commander in Chief in the U. S. is that correct?

A. No, not members of the Salvation Army, members of the corporation.

5. That is not in there?

A. No sir.

6. You also say it is not in there that the officers are also appointed by the Commander in Chief of the U.S.?

A. Our by-laws have reference to the corporation but not to the ordinary uses of the Salvation Army, its membership and that sort of thing, it has nothing to do with it except by its control.

7. Did I understand you correctly that the officers of the Annapolis Branch of the Salvation Army deduct their salaries from their revenues in this City and make their report to the divisional office of Maryland located in Baltimore, and then that is audited?

A. Yes, the officer by power of attorney has authority to receive moneies for the Salvation Army in Annapolis and to disburse them for local purposes and to make weekly reports to the divisional office of Maryland, and that is then sent to territorial headquarters of the corporation.

8. Then the corps in Baltimore constitutes a branch of the Salvation Army same as Annapolis does?

A. Yes.

Major Anna Sandquist, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Major Anna Sandquist, 47 Randall st., Annapolis, Md.

2. You are a member and officer of the Sakvation Army?

A. I am.

3. What are your duties?

A. I am in charge of the work here in Annapolis.

4. From whom do you derive authority?

A. Maj. George Marshall of Baltimore.

5. To whom are you responsible?

A. I am responsible to Maj. George Marshall.

6. You have no authority indepent of that conferred upon you by Maj. Marshall?

A. No sir.

7. How long have you been with the Salvation Army?

A. I have been an officer for 22 years.

8. What were your duties prior to the time you assumed command of Annapolis?

A. I was in command of the corps in Cambridge, Md. Before that in charge of other corps in cities in Maryland.

9. Why do you move from place to place?

A. I receive my orders from divisional headquarters, Major Marshall.

LIBER 73 PAGE 119

Major George H. Marshall, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and address?

A. Maj. George H. Marshall, 1601 West Baltimore st., Baltimore, Md.

2. You are an officer and member of the Salvation Army?

A. Yes.

3. Where is your office?

A. 1601 W. Baltimore st.,

4. What are your duties?

A. To supervise under the direction of our territorial leadquarters all acticities and business of the Salvation Army in the area to which I am assigned, Maryland,, W. va. and part of Va.

5. You say to do your work under supervision?

A. I have no authority other than that invested in me by our territorial commander and Commissioner Arnold and the Board in Atlanta.

6. Commissioner Arnold is Vice-President of thecArmy in Georgia?

A. That's true.

7. You report solely to him?

A. That's true.

8. You execute orders given by him?

A. All I do is under the authority vested in me by him and the Board under the authority of my appointment which I received by him with the approval of the Commander in Chief.

9. You knew Mr. Walter H. Hart?

A. I knew him fairly well.

10. How long did you know him?

A. From 1926 until the time of his death.

11. Did you have occasion to ever discuss with him the terms of his will?

***Objection. Overruled. Exception.

A. I was requested by Mr. Hart to come to Annapolis and sat in his office with him when he showed me his will he had drawn including the Salvation Army as his residuary legatee. I expressed my gratitude to him then for the interest he had in the Salvation Army.

12. Did you fix the date when that was?

A. I don't have the date, close to 1936. He told me he had drawn a previous will and had re-framed his will to give a greater benefit to the Salvation Army. It was placed in my hands to read, in the presence of Miss Hugg and Major Rumsey.

******Objection. Overruled. Exception.

13. At that time you occupied what office in the Salvation Army?

A. Divisional Commander, the office I now occupy.

14. You are from Baltimore?

A. Yes.

15. Did he ask you to come here?

A. He asked me through our local officer, Major Rumsey.

16. He communicated with you and you came to Annapolis and saw him in the presence of his Secretary?

A. That's right.

17. Did Mr. Hart ever talk with you about the Salvation Army and its aims?

*****Objection. Sustained.

A. No.

Offer made in writing.

****Objection. Overruled.

Dorothy Hugg Mitchell, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and address?

A. Dorothy Hugg Mitchell, Annapolis, Md.

2. You were employed by Mr. Hart as his Secretary immediately prior to his death?

A. That's right.

3. For how long before his death had you been so employed?

A. Three years.

4. Do you remember the occasion when Major Marshall and Major Rumsey were called to his office in reference to his will?

A. Yes.

5. Can you tell us when that was?

A. I think the will was written in August and this must have been three months after that time.

6. Did you hear the conversation between Maj. Marshall and Mr. Hart?

A. I did.

7. Tell the Court what it was? ****Objection.

A. I think Mr. Hart learned that Maj. Marshall was in town through Maj. Rumsey, and he had Maj. Rumsey bring Maj. Marshall to the office, and Mr. Hart took the will out of his safe and he had Maj. Marshall read it, and after Maj. Marshall started to read the will and he saw what it was all about he told Mr. Hart he did not care to finish reading it, he did not think perhaps right he should read it, and Mr. Hart insisted and Maj. Rumsey left Maj. Marshall there and he finished reading the will and he went on, there was not any conversation.

(Court) You know the will?

A. Yes.

Q. You typed it?

A. Yes.

Q. Will you look at the certified copy and see if you can identify that as the will you refer to?

A. Yes, I should say that was a copy of the will.

Cross Examination.

1. Is that will you have just read the one that was revised in part by Mr. Hart just before his death?

A. There were two wills, the second one contained two additional clauses which were not in the first will, I don't know whether that was the one or not, I don't know.

2. Do you know who drew the will?

A. Mr. Hart himself wrote the will.

3. After it was shown to Maj. Rumsey and Maj. Marshall it was not revised, are you sure of that?

A. The will that was shown to Maj. Marshall and Maj. Rumsey was the second or revised will that Mr. Hart had a copy of, the will itself was with the Mercantile Trust Company and Mr. Hart showed them a copy of the revised will.

4. As it now stands?

A. That's right.

(Court) Do you know Major Marshall?

A. I did not know him until Mr. Hart introduced him to me the day he read the will.

Q. You knew Major Rumsey?

A. Yes, he was in charge of the Salvation Army at the time of Mr. Hart's death in Annapolis.

Cross Examination.

(Clark)

1. Major Rumsey was at the head of the Annapolis corps and Maj. Marshall at the head of the Baltimore division?

A. That's right.

STATE OF GEORGIA, FULTON COUNTY,

TO THE SUPERIOR COURT OF SAID COUNTY.

The petition of William A. McIntyre, Alfred A. Candler, Albert W. Baillie, Robert Young and Bertram C. Rodda, of the State and County aforesaid, shows:

(1) That petitioners by Evangeline Booth the Commander of The Salvation Army in the United States and in accordance with the regulations and discipline of The Salvation Army, have been designated and appointed to incorporate in the State of Georgia, and pursuant to the laws thereof, the Branch of the Christian Church known as The Salvation Army, and petitioners as thus designated and appointed and pursuant to such designation and appointment, desire for themselves, their associates and successors to be incorporated and made a body politic under the laws of the State of Georgia for a period of 20 years, with the privilege of renewal at the expiration thereof as provided by law.

(2) The name of said corporation is and shall be

THE SALVATION ARMY

(3) That the purposes for which this corporation is formed is the location of a church belonging thereto and located in the County of Fulton, and for the purpose of promoting the cause of Christian religion, charity and education in other localities and throughout the State of Georgia and elsewhere.

(4) That the further purpose for which this corporation is formed is the administration of the temporalities and the management of the property and estate in the State of Georgia of said branch of the Christian church known as The Salvation Army; to further the work of The Salvation Army, and to engage in religious, in charitable, in educational, in missionary, in philanthropic work and particularly in religious, in charitable, educational, missionary and philanthropic work of the character that has been and is being conducted by the branch of the Christian Church known as The Salvation Army, and to do everything and to act and carry on every kind of operation necessary and incidental to the maintenance of such religious, beneficial, charitable, educational, missionary and philanthropic work,

Filed Oct 13/39

but all of such work shall be conducted not for pecuniary gain or profit.

(5) Petitioners pray that said corporation shall have the right to engage in all of the works and all of the character of works aforesaid, with all the rights and powers conferred by law upon corporations of similar character and particularly the right to acquire, to receive and hold real and personal personal property as it may desire ; and to acquire, to receive and hold both real and personal property, of and for religious societies and associations belonging to such branch of the Christian Church known as The Salvation Army, and to execute trusts thereof, and also from time to time to transact any business and carry on any work or operations in connection with or for the purpose of the aforegoing, but at no time for pecuniary profit; to enter into, make, perform and carry out contracts of every kind, and for any lawful purpose; to issue bonds or obligations of the Corporation and secure the same by trust deed, mortgage, pledge or otherwise, if deemed best or necessary by said Corporation, and to dispose of the same; to take and hold, by lease, gift, purchase, grant, devise or bequest, any property (real and personal) for the objects of said corporation; to borrow money for the purposes of the Corporation, and to issue bonds therefor, and to secure the same by mortgage, trust deed or otherwise.

(6) That the place where the principal business of said corporation is to be transacted is the City of Atlanta, State of Georgia.

(7) Petitioners further pray for the right to enact such Constitution, By-laws, Rules, regulations and disciplines and to elect such directors or trustees as may be deemed necessary from time to time to carry on the work of this corporation as a branch of the Christian Church known as The Salvation Army. That the members of this corporation shall consist of such officers or members of said branch of the Christian church known as The Salvation Army as are from time to time designated and appointed thereto by the then Commander of The Salvation Army in The United States and shall be subject to removal by said Commander.

Colquitt & Conyers
Attorneys for Petitioners. 904 Atlanta Trust Company Building

FILED IN OFFICE, THIS THE
31 day of Dec 1936
T. C. Miller
Deputy Clerk

CERTIFICATE OF INCORPORATION.

Georgia, Fulton County.

In the Superior Court of said county January Term 1927.

Whereas William A. McIntyre, Alfred A. Chandler, Albert W. Baillie, Robert Young and Bertram C. Rodda having filed in the office of the clerk of the Superior Court of said county their petition seeking the formation of a corporation to known as The Salvation Army for the purposes set out in said petition for charter, and having complied with the statutes in such cases made and provided and upon the hearing of said petition, the court being satisfied that the application is legitimately within the purview and intention of the Civil Code of 1910, and the laws amendatory thereof, it is here by ordered and declared that said application is granted, and the above named petitioners and their successors are hereby incorporated under the said name and style of THE SALVATION ARMY for and during the period of twenty years, with the privilege of renewal at the expiration of that time, according to the provisions of the laws ~~of laws~~ of this State, and said corporators and their successors are hereby clothed with all the rights, privileges and powers, mentioned in said petition, and made subject to all the restrictions and liabilities fixed by law.

This January 20th 1927.

Edgar E. Pomeroy
Judge Superior Court, Fulton County, Georgia.

State of Georgia Fulton County.

To the Superior Court of said County.

The petition of THE SALVATION ARMY INCORPORATED, shows to the court as follows:

1. Your petitioner is a corporation chartered by order of the Honorable Superior Court of Fulton County, Georgia, on the 20th day of January, 1927. as THE SALVATION ARMY INCORPORATED.

2. Since the original order of incorporation on January 20th 1927, petitioner has been fully organized and has been and is now transacting business under said charter.

3. Petitioner shows that at a meeting of the board of trustees of the aforementioned corporation, held on May 17th, 1927, the trustees voted to procure an amendment to the charter of the corporation, thereby to give the said corporation power to acquire, convey, and the administration of the temporalities and the management of property and estate in the State of Georgia in the United States and elsewhere, without in any way limiting or conditioning the powers so granted by the original charter.

4. That the purpose for which your petitioner prays that its original charter be amended is that the said SALVATION ARMY INCORPORATED shall be empowered, and granted, by right of amendment to the charter, administration of the temporalities and the management of the property and estate both real and personal, in the State of Georgia, The United States and elsewhere, of the said corporation known as The Salvation Army Incorporated; to further the work of the Salvation Army Incorporated, in religious, in charitable, in educational, in missionary, in philanthropic work and particularly in religious, in charitable, educational, missionery, philantropic work of the character that has been and is now being conducted by the branch of the Christian Church known as The Salvation Army Incorporated, and to do everything and to act and carry on every kind of operation necessary and incidental to the maintenance of such religious, beneficial, charitable, educational, missionary and philantropic work, but all of such work shall be conducted not for pecuniary gain or

profit.

5. Wherefore your petitioner prays that its charter may be amended to the effect that the said corporation shall hereafter be empowered to acquite, convey, administer, and manage property and estate in the State of Georgia the United States and elsewhere.

W.A.McIntyre
Vice President of the Board of Trustees
Filed in office this the 17 day of May, 1927
T,C.Miller Clerk

Exhibit A.

There was this 17th day of May 1927 a meeting held of the board of trustees of THE SALVATION ARMY INCORPORATED, in pursuance to call duly sent out as provided in the by-laws of the said Corporation.

It was resolved that the charter of the said corporation be amended to the effect that the corporation shall hereafter be empowered to acquire, convey, administer, and manage property and estate in the State of Georgia the United States and elsewhere as described by section four of the foregoing petition.

I, A. W. Baillie, do hereby certify that I am the Secretary of the board of trustees, and that the foregoing is a true and correct copy of the resolution which was unanimously adopted by the board of trustees held May 17, 1927.

In witness whereof I set my hand and seal of said corporation this the seventeenth day of May 1927.
(Corp. Seal)

Albert W. Baillie
Secretary

State of Georgia County of Fulton

In the Superior Court of said County. term 1927

Whereas , The Salvation Army, incorporated having filed in the office of the clerk of the Superior Court of said County its petition seeking an amendment to its charter of incorporation for the purposes set out in said petition for amendment, and having complied with the statutes in such cases made and provided, and upon the hearing of said petition, the court being satisfied that the application is legitimately within the purview and intention of the Civil Code of 1910 and the laws amendatory thereof, it is hereby ordered and declared, that the said application is granted, and that the charter of the above named corporation be amended thereby, to give the said corporation power to acquire, convey, and the administration of the temporalities, and the management of property and estate, both real and personal, in the state of Georgia, in the United States and elsewhere.

This 23rd day of August 1927.

Edgar E. Pomeroy
Judge Superior Court, Fulton County.

CONSENT TO AMEND
SECTION 3, ARTICLE 7 of THE BY-LAWS
OF THE SALVATION ARMY,
A GEORGIA CORPORATION.

I, Evangeline Booth, President of The Salvation Army, a corporation organized and existing under and by virtue of the laws of the State of Georgia, do hereby in writing consent to and approve of the proposed amendment to the By-Laws of The Salvation Army, a Georgia Corporation, in the following manner, to-wit:

By eliminating Section 3 of Article 7 of the original By-Laws and substituting in lieu thereof the following:

VICE PRESIDENTS SECTION 3. The Vice-Presidents in their respective order, shall, in the absence or disability of the President, perform the duties of the President, but only the President shall have the power to remove members, officers, or Trustees, as in the preceding section provided. No indebtedness obligating the Corporation in any one transaction of business in excess of the amount anuthorized in the Memoranda of Appointment shall be incurred without the written approval thereof of the President having been first procured, and which written approval shall be placed on file in the record book of this Corporation and preserved among the records. No property can be sold, traded or exchanged without first having secured the President's consent thereto in writing. Such approval shall become part of the records of the meeting of the Board of Trustees.

Signed as of the 10th day of December, 1931.

Evangelin Booth
PRESIDENT

State of Georgia To the Superior Court
County of Fulton of Fulton County.

The petition of the Salvation Army respectfully shows to the Court as follows:

1. That it is a duly chartered corporation having its principal office in the State and County aforesaid, its Charter having been granted by this Court on the 20th day of January, 1927.

2. Petitioner now desires that its Charter be amended as follows:

By eliminating Sections 3 and 4 of its original Charter and substituting in lieu thereof the following:

That the purposes of this corporation shall be the engaging in religious, charitable, educational, Philanthropic, missionary and other eleemosynary work; the operation of schools, hospitals, homes for the training of its officers; lodging shelters for the poor; homes for the rescue of immoral persons; children's homes and homes for the aged poor; places for religious meetings; places of rest or recuperation for the sick and convalescent, and all other forms of social service work.

By eliminating Section 5 of its original Charter and substituting in lieu thereof the following:

Petitioner prays that said corporation shall have the right to engage in all of the works and all of the character of works as aforesaid, with all the rights and powers conferred by law upon corporations of similar character and particularly the right to acquire, to receive and to hold both real and personal property as it may desire for the purposes of said corporation; and to execute trusts thereof; and also from time to time to transact any business and carry on any work or operations in connection with or for the purpose of the foregoing, but at no time for pecuniary profit; to enter into, make, perform and carry out contracts of every kind and for any lawful

purpose; to issue bonds and obligations of the corporation and secure same by mortgage, trust deed, pledge or otherwise, if deemed best or necessary by said corporation, and to dispose of same; to take and hold by lease, gift , purchase, grant, devise or bequest real and personal property for the objects of said corporation; to borrow money for the purposes of the corporation and to issue bonds or other evidences of indebtedness therefor and to secure the same by mortgage, trust deed or other form of security.

Petitioner further prays that it shall have the power, in furtherance of its religious, charitable, educational, philanthropic, missionary ans social service work of all kinds, to operate hospitals, homes for the indigent and infirm, lodging houses, and other centers of social service work; to buy and supply to its officers, members, employees, and constituent institutions articles, goods and appliances used by The Salvation Army; to establish, foster and maintain homes for the practice of its philantropies and its religious teachings.

By eliminating Section 7 of its original Charter and substituting in lieu thereofthe following:

Petitioner further prays for the right to enact such Constitution, By-Laws, Rules , Regulations and Disciplines and to elect such directors or trustees as may be deemed necessary from time to time to carry on its religious, charitable, educational, missionary, philantropic and other social service work. That the members of this corporation shall consist of such officers or members of The Salvation Army as are from time to time designated and appointed by the then Commander of The Salvation Army in the United States and shall be subject to removal by said Commander.

3. That such changes were duly authorized at the meeting of the Board of Trustees held on the 10th day of December 1931, as shown by a certified copy of extract from the minutes of said meeting filed herewith and marked "Exhibit A".

WHEREFORE, petitioner prays that, after compliance with the requirements of law its Charter be amended as requested.

John R. Curran
Attorney for Petitioner
54 Ellis Street, Atlanta, Georgia

Filed in office this the 10th day of December, 1931.

J.W. Simmons
Clerk, Superior Court
Fulton County, Georgia.

EXHIBIT A

RESOLUTION OF THE BOARD OF TRUSTEES
OF
THE SALVATION ARMY

a Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal place of business in Fulton County, Georgia.

"RESOLVED that application be made to the Superior Court of Fulton County, Georgia, to amend the Charter of The Salvation Army, a Corporation duly organized and existing under and by virtue of the laws of the State of Georgia, as follows:

"By eliminating Section 3and 4 of the original Charter and substituting in lieu thereof the following:

"That the purposes of this corporation shall be the engaging in religious, charitable, educational, philantropic, missionary and other eleemosynary work; the operation of schools, hospitals, homes for the training of its officers; lodging shelters for the poor; homes for the rescue of immoral persons; children's homes and homes for the aged poor; places for religious meetings; places of rest or recuperation for sick and convalescent; and all other forms of social service work.

"By eliminating Section 5 of said original Charter and substituting in lieu thereof the following:

"Petitioner prays that said corporation shall have the right to engage in all of the works and all of the character or works as aforesaid, with all the rights and powers conferred by law upon corporations of similar character and particularly the right to acquire, to receive and to hold both real and personal property as it may desire for the purposes of said corporation; and to execute trusts thereof; and also from time to time to transact any business and carry on any work or operations in connection with or for the purpose of the foregoing, but at no time for pecuniary profit; to enter into, make, perform and carry out contracts of every kind and for any lawful purpose; to issue bonds and obligations of the corporation and secure same by mortgage, trust deed, pledge or otherwise, if

deemed best or necessary by said corporation, and to dispose of same; to take and hold by lease, gift purchase, grant, devise or bequest real and personal property for the objects of said corporation; to borrow money for the purposes of the corporation and to issue bonds or other evidences of indebtedness therefor and to secure the same by mortgage, trust deed or other form of security.

"Petitioner further prays that it shall have the power, in furtherance of its religious, charitable, educational, philanthropic, missionary and social service work of all kinds, to operate hospitals, homes for the indigent and infirm, lodging houses, and other centers of social service work; to buy and supply to its officers, members, employees, and constituent institutions articles, goods and appliances used by The Salvation Army; to establish, foster and maintain homes for the practice of its philanthropies and its religious teachings.

"By eliminating Section 7 in said original Charter and substituting in lieu thereof the following:

"Petitioner further prays for the right to enact such Constitution, By-Laws, Rules, Regulations and Disciplines and to elect such directors or trustees as may be deemed necessary from time to time to carry on its religious, charitable, educational, missionary, philanthropic and other social service work. That the members of this corporation shall consist of such officers or members of The Salvation Army as are from time to time designated and appointed by the then Commander of The Salvation Army in the United States and shall be subject to removal by said Commander.

I, Albert W. Baillie, Secretary of The Salvation Army, a corporation, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Noard of Trustees of said corporation duly called and held on the 10th day of December, 1931.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of this corporation this 10th day of December, 1931.

Albert W. Baillie
SECRETARY

Sworn to and subscribed before me this 10th day of December, 1931.

Nellie Keiffer
Notary Public
My commission expires Nov 7, 1932.

Georgia, Fulton County,

IN THE SUPERIOR COURT OF SAID COUNTY, JANUARY TERM, 1932.

WHEREAS, The Salvation Army, a corporation organized and existing under and by virtue of the laws of the State of Georgia, having filed in the office of the Clerk of the Superior Court of said County its petition asking an amendment to its charter of incorporation for the purposes set out in said petition for amendment, and having complied with the statutes in such cases made and provided, and upon the hearing of said petition, the Court being satisfied that the application is legitimataly within the purview and intention of the Civil Code of 1910 and the laws amendatory thereof, it is hereby ordered and declared that the said application is granted and that the Charter of the above named corporation be amended thereby.

This 9 day of January, 1932.

Virlyn B. Moore
Judge Superior Court, Fulton County,
Georgia.

GEORGIA,
Fulton County } ss.

LIBER 73 PAGE 138

I, J. W. Simmons, Clerk of the Superior Court of Fulton County, do hereby certify that I have compared the foregoing copy of petition of William A. McIntyre, et al for incorporation under the name and style of THE SALVATION ARMY, and the order of Court thereon allowing same,

ALSO

The petition of THE SALVATION ARMY INCORPORATED for charter amendment and the order of Court Aug. 23, 1927, thereon allowing same,

ALSO

The petition of The Salvation Army for Charter Amendment and the order of Court thereon allowing same of Jan 9th, 1932,

with the original record thereof, now remaining in this office, and the same is a correct transcript therefrom, and of the whole of such original record, and that said Court is a Court of Record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this the 9th day of October, 19 39.

J. W. Simmons
Clerk Superior Court of Fulton County, Georgia

GEORGIA, Fulton County—ss.

I, Paul S. Etheridge do certify that I am Judge of the Superior Court of Fulton County, Georgia, and that I am the presiding Judge of said Court and that the above attestation, subscribed by J. W. Simmons as Clerk of said Court, is sufficient and in due form of law, and that his signature thereto is genuine.

Witness my hand and official signature, this the 9th day of October 19 39.

Paul S. Etheridge
Judge Superior Court, Fulton County, Georgia

GEORGIA, Fulton County—ss.

I, J. W. Simmons, Clerk of the Superior Court in and for said County, hereby certify that the above attestation of Hon. Paul S. Etheridge Judge of the Superior Court of Fulton County, Georgia, is his genuine signature, and that he is Judge of said Court, and said certificate is in due form of law.

Given under my hand and seal of office this the 9th day of October 19 39

J. W. Simmons
Clerk Superior Court of Fulton County, Georgia

THIS DEED made this First day of July in the year Nineteen hundred and twenty-five, by Walter H. Hart and Beatrice E. Hart, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and "The Salvation Army" a body corporate under the Laws of the State of New York, of the Second part, Witnesseth:

That in consideration of the sum of Five Dollars, current money, in hand paid by the said party of the second part to the said parties of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, for divers other good and valuable considerations them tereunto moving, to the Glory of God and for the good of mankind, the said Walter H. Hart and Beatrice E. Hart, his wife, have bargained and sold and by these presents do grant and convey unto the said The Salvation Army its successors and assigns, in fee simple, subject nevertheless to the conditions and restrictions hereinafter set forth; All that lot, piece or parcel of ground situate, lying and being in the City of Annapolis, Anne Arundel County aforesaid, located on the Southeast side of Randall Street fronting thereon twenty feet and having a depth therefrom of about forty nine and one half feet, and described as follows:

Filed Oct 13/39

Beginning for the same at the North west corner of the store house of John H. Thomas on said Randall Street, and running with the line of said Street Northeasterly twenty feet, thence Southeasterly with the divisional line between the lot hereby conveyed and that formerly owned by John Phillips but now owned by George McNemar, about forty nine and one half feet, intersecting the divisional line between the lot hereby conveyed and the lot formerly belonging to Solomon Phillips heirs, thence Southwesterly twenty seven feet with said divisional line; thence Northwesterly nineteen and one half feet; thence Northeasterly seven feet; thence Northwesterly thirty feet to the point of beginning.

Being the same property which was conveyed to the said Walter H. Hart, by Charles F. Lee and Lottie E. Lee, his wife, by deed dated

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on the twenty-fourth day of November, in the year nineteen hundred and twenty-four, and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 82, folio 480.

Subject to an upon the express conditions:

First: That the buildings on said lot of ground, shall be used on the first floor for the purpose only of conducting religious services to the Glory of God and the good of mankind; and in the other parts thereof for the purpose of living quarters for The Salvation Army Officers in charge of the Corps for the City of Annapolis, Maryland. The said buildings and premises shall always be maintained in a good state of repairs.

Second: That a bronze or brass plate nine inches high and seventeen inches long, shall be permanently attached to the front wall of the building on said lot of ground and forever maintained, and which shall bear the following inscription "This building was erected to the Glory of God-and for the good of mankind -A. D. 1925, and given to The Salvation Army by Walter H. Hart.

Third: That the above conditions and restrictions shall run with the said lot of ground and upon the failure to comply therewith said property shall revert to and revest in the said Walter H. Hart his heirs and assigns.

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, subject to the above conditions and restrictions unto and to the proper use and benefit of "The Salvation Army" its successors and assigns in fee simple.

And the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may

be requisite.

Witness the hands and seals of the above grantors on the day and in the yearfirst above written.

Test: Walter H. Hart. (Seal)

Margaret A. Baker Beatrice E. Hart. (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 23rd day of September in the year Nineteen hundred and twenty-five before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid personally appeared Walter H. Hart and Beatrice E. Hart, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(Notary Seal) Margaret A. Baker.- Notary Public.

Recorded October 6, 1925, -12 Noon.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber W. M. B. No. 12, folio 130, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 2nd day of October, A. D. 1939.

John H. Hopkins, 3d. Clerk.

THIS DEED, Made this 28th day of June, in the year one thousand nine hundred and Twenty seven, by and between the Salvation Army, a religious and charitable Corporation incorporated under and by virtue of the Laws of the State of New York having its principal office at 122 West 14th Street, New York City, party of the First part, and the Salvation Army a religious and charitable Corporation incorporated under and by virtue of the Laws of the State of Georgia, having its Principal office in the City of Atlanta, Ga, Party of the Second part.

WITNESSETH, That in consideration of the sum of One ($1.00) Dollar and other valuable considerations; the said The Salvation Army, part_ of the first part does hereby grant and convey unto the Salvation Army, party of the second part, its successors and assigns, all that lot piece or parcel of ground situate and lying in the City of Annapolis, Anne Arundel County, State of Maryland, and particularly described as follows:

Locates on the Southeast side of Randall Street fronting thereon twenty feet and having a depth therefrom of about forty nine and one half feet and described as follows:

Filed Oct 13/39

BEGINNING for the same at the Northwest corner of the store house of John H. Thomas on said Randall Street and running with the line of said Street northeasterly twenty feet; thence southeasterly with the divisional line between the lot hereby conveyed and that formerly owned by John Phillips but now owned by George McNrmar, about forty-nine and one half feet intersecting with the divisional line between the lot hereby conveyed and the lot formerly belonging to Solomon Phillips heirs, thence southwesterly twenty seven feet with said divisional line; thence Northwesterly nineteen and one half feet; thence Northeasterly seven feet; thence northwesterly thirty feet to the point of beginning.

SUBJECT however, to the covenants and conditions contained in Deed to the Grantors herein dated July 1st, 1925.

This conveyance is made pursuant to an Order of the Supreme Court held in and for the County of New York, bearing date the 22nd day of June

1927, in a proceeding therein entitled "In The Matter Of The Application Of The Salvation Army For Leave To Convey Its Real Property Located In The City Of Annapolis Anne Arundel County, Maryland.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said The Salvation Army party of the second part, its successors and assigns.

AND the said The Salvation Army party of the first part, its successors and assigns hereby covenants with the said The Salvation Army party of the second part, its successors and assigns that it will warrant specially the property hereby conveyed; that it has done no act to encumber said property; and that it will execute such further assurances of said land as may be requisite.

And This Deed Further Witnesseth, that the said The Salvation Army party of the first part, does hereby constitute and appoint V. R. Post to be its attorney for it and in its name, and as and for its corporate act and deed, to acknowledge this deed before any person having authority by laws of the State of New York to take such acknowledgement, to the intent that the same may be duly recorded.

AS WITNESS, the corporate seal of the said The Salvation Army party of the first part was affixed and the signatute of the President thereof, duly attested by its Secretary thereof the day and year first above written.

Test:

V. R. Post
Secretary.

(Corporate Seal)

The Salvation Army (Seal)
Evangeline Booth (Seal)
President.

State of New York, County of New York, to wit:

I Hereby Certify, That on this 28th day of June, in the year one thousand nine hundred and twenty-seven, before me, the subscriber a Notary a Notary Public of the State of New York, in and for New York County, aforesaid, personally appeared V. R. Post, the attorney named in the

aforegoing Deed and by virtue and in pursuance of the authority therein conferred on him acknowledged the aforegoing Deed to be the act of the said The Salvation Army, party of the first part, a New York Corporation.

(Notarial Seal)

Thomas C. S. Wallace
Notary Public,
Notary Public Bronx County No 8
Bronx County Register No. 2969
Certificate Filed New York Co.
Clerks No. 297
New York Co. Register's No 9278
My Commission Expires March 30th
1929

Recorded 23 July 1927 at 9 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. S. R. No. 20, folio 161, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of th Circuit Court for Anne Arundel County, this 30th day of September, A. D. 1939.

John T. Hopkins, 3d. Clerk

LIBER 73 PAGE 145

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R L ESTATE
I RANCE
M TGAGES
AND
LOANS

WALTER H. HART
HART BUILDING, CHURCH CIRCLE
ANNAPOLIS, MARYLAND

TELEPHONES
893-M
744-M

POST

October 6, 1925

PROPERTY DEPT.
RECEIVED
OCT 7 1925
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

The Salvation Army,
120 W. 14th St.,
New York City,

Gentlemen:--

Re 47 Randall St., Annapolis, Md.

Replying to your favor of Sept. 22nd, by the hand of Major George Darby, I beg to herewith enclose the Clerk's certificate for the Circuit Court of Anne Arundel County for the recording of Fee Simple deed from Walter H. Hart and wife to The Salvation Army for property known as No. 47 Randall St., Annapolis.

I have this day received a very fine letter from our dear friend Brigadier W. H. Barrett, of Washington, D.C. in which he says " you have done something for humanity which will cause unborn generations to bless your name". May the Grigadier's sentiments prove a true prophecy is the sincere wish of,

Yours respectfully,

Walter H. Hart

"Ceasing to give, we cease to have,
Such is the law of Love."

Filed Oct. 13/39

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RICHARD B. TIPPETT
J. ROYALL TIPPETT
R. EDGAR TIPPETT
RICHARD B. TIPPETT, JR.
J. ROYALL TIPPETT, JR.

RICHARD B. TIPPETT & SONS
ATTORNEYS AT LAW
1106 MERCANTILE TRUST BUILDING
BALTIMORE, MD.

TELEPHONE PLAZA 3744

October 19th, 1939

Honorable F. Neal Parke,
Westminster, Carroll County,
Maryland.

Re: Linwood L. Clark v. Mercantile Trust Company
of Baltimore, Executor,
et al.

In the Circuit Court for Anne Arundel County,
No. 7782 - Equity.

Dear Judge Parke:

Herewith enclosed you will find memorandum submitted on behalf of Constance Hart Harrison and Grace Hart, two of the respondents in the above case.

Most respectfully yours,

Richard B. Tippett

JRT,Jr;l
1 encl.

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
VS.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate of the State of Maryland, Executor of the estate of Walter H. Hart, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 7782 - Equity

- - - - - -

MEMORANDUM ON BEHALF OF THE RESPONDENTS,
CONSTANCE HART HARRISON AND GRACE HART.

- - - - - - - - - - - - - - - - - - -

The agreement of settlement of January 20th, 1939, should not be disturbed.

The agreement was entered into by the residuary beneficiary, the Salvation Army, a body corporate, of the State of Georgia, and the two daughters, and sole heirs at law of the deceased, Constance Hart Harrison and Grace Hart. The Mercantile Trust Company of Baltimore, Executor of the will of Walter H. Hart, deceased, was made a party to the agreement for the purpose of facilitating its consummation.

The agreement was made by the residuary beneficiary because, after a thorough investigation, it was convinced that the caveat could not be successfully defended and that if the agreement were not made the entire estate of the deceased would pass to his daughters. The agreement was entered into in good faith, by all possible parties. All specific and general legacies were provided for, the essential altruistic desires of the testator will be fulfilled and his daughters and sole heirs at law will properly receive a substantial share of their deceased father's bounty.

Such an agreement as the one before the Court is generally looked upon with favor. Moore v. Gregory, 131 S. E. 692, 146 Va. 504;

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Cummings v. Weaver, 158 A. 812; 114 Conn. 325; Cole v. Cole 126 N. E. 752, 292 Ill. 154; Riffe v. Walton, 105 Kan. 227, 182 P. 640, 6 A. L. R. 549. And vigorous support should be given to such an agreement when made. In re Eno's Estate, 260 N. Y. S. 550.

The validity of these agreements is generally recognized. 56 A. L. R. 812; 5 A. L. R. 1384. See also 54 A. L. R. 977, and Williston on Contracts, Revised Ed., Vol. 1, Sec. 119, P. 414. Their validity has long been established in this State. Hartle v. Stahl, 27 Md. 158. Our Courts of equity have power to ratify them. Article 16, Sec. 268; Ch. 228, Sec. 251 A, Acts of 1920; White v. Roberts, 145 Md. 405, 125 A. 733; and an executor is bound by the terms of an agreement entered into by all parties. Surratt v. Knight, 162 Md. 14, 158 A. 1.

In Cole v. Cole, 126 N. E. 752, 757 the Supreme Court of Illinois in upholding a settlement of a contest said:

> "It will be seen, therefore, that if the contract in question is capable of performance, its enforcement will be decreed by a court of equity."

The present agreement presents a most equitable and practical adjustment of the differences of the parties. The residuary distributee is satisfied, the heirs at law are satisfied, and the desires of the testator shall be accomplished. The Court is clothed with ample authority to ratify the agreement and it is therefore respectfully submitted that the agreement should be ratified.

Respectfully submitted,

Richard B. Tippett

Carlyle Barton

Solicitors for Respondents,
Constance Hart Harrison and Grace Hart.

Linwood L. Clark,

Plaintiff.

-vs-

The Mercantile Trust Company of Baltimore, executor of Walter H. Hart, deceased, and others

Defendants.

No. 7782 Equity

In the Circuit Court

for

Anne Arundel County,

sitting as a Court of Equity.

Filed Nov. 9, 1939

After filing the opinion and order in this cause on August 14th, 1939, the parties defendant complied with the ruling of the Chancellor, and severally answered and stated their respective positions with reference to the issues involved.

The parties to the cause informally agreed that testimony should be taken in open court before the Chancellor and that the cause be set down for a hearing. An order of court to that effect was had and filed in the cause on October 13th, 1939; and on that day the parties accordingly offered their testimony. At the close of the testimony, the parties united: (1) in the statement that all the testimony desired to be presented, so far as the construction of the will of the testator was concerned, had been submitted; and (2) in the suggestion that it was expedient for the Chancellor forthwith to make and declare the meaning of the testator's will; and (3) in the request that the Chancellor immediately proceed with the construction of the will of the testator. Among the reasons advanced was the accumulation of penalties for the non-payment of taxes which were impossible to

calculate until the effect of the will be ascertained. The counsel were then heard in argument, and later submitted briefs in support of their contentions.

After a consideration of the oral and written arguments, and the proceedings in the cause, the Chancellor has come to certain conclusions which will be briefly stated.

I. The will of the testator was attacked in the Orphans' Court of Anne Arundel County on the usual grounds of testamentary incapacity and undue influence at the time of the execution of the paper, and issues were framed and sent to the Circuit Court for Anne Arundel, and thence to the Circuit Court for Howard County, for trial. While the issues were there depending Constance Hart, now by marriage Constance Harrison, and Grace Hart, the two daughters and the only next of kin and heirs at law of the testator, who were the caveators, and the Mercantile Trust Company of Baltimore, the executor of the testator, and The Salvation Army, a body corporate of the State of Georgia, the caveatees, entered into a compromise settlement of this litigation. By this agreement the issues were submitted to the jury without contest on the part of the caveators, and a verdict was rendered on all the issues in favor of the validity of the will as a testamentary disposition; and, on the certification of these findings to the Orphans' Court of Anne Arundel County, an appropriate order was to be passed sustaining the probate of the will. It was made a part of the settlement that all the legacies of the will were affirmed and

were to be paid to the parties thereunto entitled, except only with respect to the caveators, Constance Hart Harrison and Grace Hart, and the caveatee, The Salvation Army, a body corporate of the State of Georgia. The parties to the agreement stipulated that such of the real estate of the testator as they might designate should be sold for the purpose of raising money to pay the costs of administration, debts, legacies, taxes and other expenses of administration.

The only departure from the terms of the will was with respect to the provisions for the benefit of the daughters and The Salvation Army. The next of kin and The Salvation Army were the substantial parties in interest. If the will stood, The Salvation Army would take the major portion of the estate, as only an insignificant portion was given to the daughters and the other legatees. On the other hand, should the caveat prevail, the Army would lose all, and the daughters gain all. There was much at stake, and the chance of gain or loss carried a fortune as the prize. As these daughters were sui juris, and The Salvation Army, a body corporate of Georgia, was competent to contract there was nothing to prevent the two from agreement so long as they acted within lawful bounds and not as conspirators to destroy a testamentary purpose.

The testimony is clear that the litigation under the caveat was not a conspiracy to defeat the testator's testamentary design, but an honest compromise between litigants over an estate which

either might gain but which neither could afford the chance of the loss. The hope of victory and the fear of defeat were common to the litigants. The Salvation Army desired to accomplish the testator's testamentary purpose, and believed it advisable to sacrifice a portion of the estate in order to assure as large as practicable a fulfilment of the testamentary purpose. The Salvation Army was thus motivated because of the sincere apprehension that the caveat might result in the entire defeat of the testator's scheme. On the other hand, the next of kin faced the possibility of the will being sustained on the trial of the issues. Such a result would mean they would receive the sum of $200 a month for a period of ten years or so long as each should live. This would be a modicum of the estate.

Between the selfish interests of the daughters and The Salvation Army, the executor stood bound to maintain the will. Under these circumstances, the compromise agreement was made. On this record, the parties to the settlement are shown to have acted in good faith, and the court has no concern with any other question than the capacity of the parties to enter into a binding contract with reference to the disposition of the testator's estate. There is no difficulty so far as the two daughters and the executor are concerned. The daughters are the only next of kin of the testator and they are legatees under the will. The executor is the legal representative of the testator by virtue of its appointment by the will. The interests of these two parties are manifest. With regard to The Salvation Army, a body corporate

of Georgia, the other contracting party, it has no interest unless it be the residuary legatee intended, and, if it be such legatee, the further inquiry is, what is the nature of the interest it takes? So, before the contract may be construed, it is necessary to ascertain whether The Salvation Army, a body corporate of Georgia, is the residuary legatee and devisee intended; and, if so, what is the nature and extent of the interest acquired. The resolution of these points is the first construction required.

By the will the testator made this residuary devise and bequest:

"Lastly: I give and bequeath the remainder or residuary of my estate, real, personal and mixed, corpus, income or otherwise, to the Salvation Army, a body corporate, Annapolis Branch.

"I desire this fund to be available to it for the purpose of making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization which I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy."

The Salvation Army is a religious, charitable and social organization of international fame, scope and activity. It cares and provides for the poor, the sick and the dependent and ministers

to the spiritual welfare of its followers and those who are reached by its appeal. Its organization is military in nature, and is unified under a supreme head or general under whom the Army is subdivided and commanded by officers of subordinate rank in a descending hierarchy until the soldier or private member is reached. The numerous and varied activities of The Salvation Army require property and funds for their maintenance and administration. As in other religious societies, denominations or organizations the spiritual field is independent of corporate existence, but the fulfilment of the spiritual mission depends in large measure upon its worldly resources and capacity to act legally as an entity through its representatives. Thus in many fields of religious, charitable and other activities religious organizations have, for these primary and auxiliary purposes, formed various corporate bodies. So with the religious and charitable society known as The Salvation Army. For administrative reasons, the United States of America has been divided territorially into areas. As the growth of the organization requires these areas are subject to subdivision for their more convenient government.

As is shown by the testimony the testator was familiar with these methods and their reasons. In 1925, the testator had made a gift to The Salvation Army of a property in the City of Annapolis which was known as No. 47 Randall Street; and the deed conveyed the property to The Salvation Army, a body corporate of the State of New York. At the time of this deed the title to the temporalities

in the territorial division in which Annapolis was situated were held by the corporate grantee in accordance with the then plan for the executive control and supervision of The Salvation Army. Subsequently, and before the execution of the will of the testator, The Salvation Army made a further partition of the territory of the United States of America whereby certain southern States of the United States were constituted a territorial sub-division. The Salvation Army, a corporation of the State of Georgia, was created for the purpose of owning and holding the temporalities of The Salvation Army in this territorial sub-division. The proof is that The Salvation Army, a body corporate of the State of Georgia, and duly qualified to do business in the State of Maryland, has been since its creation, and is now, the only body corporate now owning property in the State of Maryland, and heretofore and now authorized under and in pursuance of the regulations, discipline, usages and customs of The Salvation Army, to own property in the State of Maryland in the name of The Salvation Army.

Because of these facts, The Salvation Army, the body corporate of New York, was, upon a representation made of these facts to the Supreme Court of the State of New York, in and for the County of New York, authorized, on June 22, 1927, to convey unto The Salvation Army, a corporation of Georgia, the improved lot of land granted by the testator, in his lifetime, to the corporation of the State of New York. This was done by deed dated June 28, 1927, and recorded on July 23, 1927, among the Land Records of Anne Arundel County in Liber S. F. R. No. 20, folio 161. All these

things were done nine years before the making of the will of the testator.

The Salvation Army, an incorporated body with its principal place of business at Atlanta, in the State of Georgia, was authorized and granted the administration of the temporalities and the management of the property, real and personal, within the State of Georgia, and of any of the other States of the United States, of The Salvation Army, incorporated, in order to further the work of The Salvation Army in religious, in charitable, in educational, in missionary and in philanthropic works which were being conducted by the Salvation Army, "and to do everything, and to act and carry on every kind of operation necessary and incidental to the maintenance of such religious, beneficial, charitable, educational, missionary, philanthropic work of the character that is being, and is to be, conducted, but not for pecuniary gain or profit, by that branch of the Christian Church known as The Salvation Army." For all of these purposes the corporation formed in Georgia was empowered to acquire, convey, administer and manage property and estate in Georgia, the United States and elsewhere.

There are four such principal bodies corporate, whose territorial activities embrace respectively the eastern, central, western and southern sections of the United States, with their principal offices in New York, Chicago, San Francisco and Atlanta. The head of each body corporate is the Commander in Chief of The Salvation Army in the United States, and, although separate legal entities, these

corporations are one and all integral agencies and subsidiaries of a single and entire religious and charitable body known officially and generally as The Salvation Army. It further appears by this record that in order to quiet any possible conflict, doubt or claim, the corporation, under the Laws of New York, has made over to the corporation, under the Laws of Georgia, all and singular any possible interest it may have under the will of the testator.

The local Salvation Army in Annapolis was subordinate to those in charge of the Army's affairs at Baltimore, at No. 1601 West Baltimore Street. The latter in turn was under and reported to the principal office of the Georgia corporation at Atlanta. Thus all the individual members and corporations were integrated; and formed in union with one another an entire and single religious and charitable organization. The testator was familiar with these facts. After he made the will at bar, he sent for officers of The Salvation Army at Annapolis and at Baltimore, and exhibited his will to them, and informed them that The Salvation Army was named as his beneficiary. He knew, and the circumstances establish, that the body corporate of Georgia, which then held the legal title to the improved parcel of land, (No. 47 Randall Street) which was mentioned in the will, was the corporate body under which these officers were associated in the administration of the temporal affairs of The Salvation Army in Annapolis and in Maryland. No other group or corporation is shown to have existed or functioned in Annapolis. It is clear, therefore, that by the gift to "the Salvation Army, a

body corporate, Annapolis Branch", the testator intended The Salvation Army, a body corporate of the State of Georgia, to be the beneficiary.

In summary, the gift was to a corporation, which owned No. 47 Randall Street, Annapolis, Maryland, and which there as its headquarters in Annapolis carried on the religious and charitable work of The Salvation Army through its officers and privates. No other corporation answers these specifications than The Salvation Army, a body corporate of the State of Georgia. The testator having made certain the corporate beneficiary of his gift, declares the purpose of the gift in the statement: "I desire this fund to be available to it" (i.e. the body corporate having the title and controlling the temporal activities of The Salvation Army at Annapolis) "for the purpose of making any extensions or improvements to its present headquarters at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self sacrificing and free from hypocrisy."

By the quoted words, the testator evidences his desire that the gift shall be used by the corporation for several specified objects and activities which are within the scope of the purposes for which the corporation was created to promote, as will be seen by reference to the provisions of its Charter. The declared

objects are thus defined:

"That the purposes of this corporation shall be the engaging in religious, charitable, educational, philanthropic, missionary and other eleemosynary work; the operation of schools, hospitals, homes for the training of its officers; lodging shelters for the poor; homes for the rescue of immoral persons; children's homes and homes for the aged poor; places for religious meetings; places of rest or recuperation for sick and convalescent; and all other forms of social service work."

The corporation is granted the right to engage in all of these purposes and works with all the rights and powers necessary therefor, and particularly the right to acquire, to receive and to hold both real and personal property as it may desire for its purposes, and to execute trusts thereof, and to transact any business and to carry on any work or operation in connection with its enterprises and undertakings, but at no time for pecuniary profit.

The testator's intention that the gift should be used in accordance with the purposes declared by the terms of the will is emphasized by the request made of the legatee, Linwood L. Clark, that he "see that this my last will and testament is faithfully carried out, with justice to every one." See Grieves v. Grieves, 132 Md. 307, 308; Naught v. Getzendanner, 65 Md. 527; Gosnell v. Leibman, 162 Md. 545.

It is doubtful if a trust was created. It is not a private trust, because the beneficiaries and objects are too indefinite

and uncertain. While extensions and improvements to the present headquarters at Annapolis are definite as to the object, but not as to the portion of the fund so to be employed, the intention that the fund should also be available "to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County" is uncertain, although in varying degrees, in its objects, its beneficiaries and in the allocation of the funds. Under the Maryland decisions, no distinction was made, before the passage of the Act of 1931, chapter 453, between private and charitable trusts with respect to the rule against indefiniteness, and the trust would fail. Dashiell v. Atty. General, 5 H. & J. 392, 403; Construction of Wills, Miller, secs. 162, 327.

Nor is it found that the will created a charitable trust. The testator first disposed of the residue of his estate as an absolute gift to the body corporate. The subsequent terms of the will with reference to the uses to which the gift is to be dedicated are not inconsistent with an absolute gift, but a declaration that the gift shall be used for certain purposes within the scope of the corporate powers and activities. As a general rule a gift to a corporation to be applied to some or all the specific purposes which are within the purview of the charitable purposes for which the corporation was created to establish and advance does not create a trust. The doctrine of merger would ordinarily consolidate the

legal and equitable estates, since both estates would be vested in the same legal entity. While the gift of the testator in the instant case may be said to be, in part, for the ultimate benefit of the public generally or a large section of it, who are undefined and not definitely ascertainable, as of any particular time, and is of unlimited duration, and, so, the gift illustrates the salient features of a charitable trust, and, in fact, is not infrequently so regarded. If so, the gift would now be valid by virtue of the statute which was enacted by chapter 453 of the Acts of 1931. (Code, Supp. 1935, Art. 16, sec. 268A.) This enactment confers upon courts of equity jurisdiction to enforce trusts for charitable purposes which are within either the letter or the spirit of the English statute of charitable uses (Statute of 43 Elizabeth, Ch. 4). The suit may be instituted in the name of the State by the Attorney General or by any person having an interest in the enforcement of the trust whose validity or enforcement shall not be affected by the circumstance that the beneficiaries of such trust constitute an indefinite class or that such trusts or the limitations under such settlement are limited to extend for a perpetual or indefinite period.

There is no occasion here to support the gift as a charitable trust, since the uses specified are among the express purposes of the corporation, and are of its more important corporate functions.

It is difficult to hold that the will creates a charitable trust by a gift to a charitable corporation for one or more of its charitable uses, powers and works. The validity of such a gift of either realty or personalty is sustained in Maryland by many decisions. Bartlett v. Hopkins, 76 Md. 5; England v. Vestry of Prince George's Parish, 53 Md. 466; Barnum v. Baltimore, 62 Md. 275, 291-297; Crisp v. Crisp, 65 Md. 422, 427, see Church Extension v. Smith, 56 Md. 362; Eutaw Place Baptist Church v. Shively, 67 Md. 493; Peter v. Carter, 70 Md. 139; Halsey v. Convention of P. E. Church, 75 Md. 275, 282; Hanson v. Little Sisters of the Poor, 79 Md. 436, 438; Trinity Church v. Baker, 91 Md. 539; Woman's Foreign Miss. Soc. v. Mitchell, 93 Md. 199; Erhardt v. Baltimore Monthly Meeting, 93 Md. 669; Doan v. Ascension Parish, 103 Md. 662; Ege v. Hering, 108 Md. 391; Baltzell v. Church Home, 110 Md. 244; Novak v. Orphans' Home, 123 Md. 161; Gray v. Orphans' Home, 128 Md. 592; Conner v. Trinity Reformed Church, 129 Md. 360; Mt. St. Mary's College v. Williams, 132 Md. 184; Board of Foreign Missions v. Shoemaker, 133 Md. 594; Mather v. Knight, 143 Md. 612; Rydzewski v. Grace etc. Church, 145 Md. 531; Waters v. Order of Holy Cross, 155 Md. 146; Home for Incurables v. Bruff, 160 Md. 156; Van Reuth v. Baltimore, 165 Md. 651; Brandt, Inc. v. Young Women's Christian Association, 169 Md. 607; Second Nat'l. Bank v. Bank, 171 Md. 547; Rabinowitz v. Wollman, 174 Md. 6; Baltimore v. Peabody Institute, 175 Md. 186, 191-192; McDonogh v. Murdoch, 15 How. 367, 413; 14 L. ed. 732, 752; Scott on Trusts, sec. 348.3.

Not only is the gift valid, and can be used by the charitable corporation, according to its judgment, within the limits imposed by the testator, but its application to the specified purposes is enforceable in equity. McDonogh v. Murdoch, 15 How. 367, 413, 14 L. ed. 732, 752; Barnum v. Baltimore, 62 Md. 275, 291; Peter v. Carter, 70 Md. 139; Eutaw Place Baptist Church v. Shively, 67 Md. 493, 497; Crisp v. Crisp, 65 Md. 422, 426, 427; Halsey v. Convention of P. E. Church, 75 Md. 275, 282; Hanson v. Little Sisters of the Poor, 79 Md. 434, 438; Erhardt v. Baltimore Monthly Meeting, 93 Md. 669, 682; Baltzell v. Church Home, 110 Md. 244, 270; Gray v. Orphans' Home, 128 Md. 592; Baltimore v. Peabody Institute, 175 Md. 186. Compare Pratt v. Shepherd etc. Hospital, 88 Md. 610 and Williams v. Committee of Baptist Church, 92 Md. 497.

The decisions cited do not indicate a uniform basis for the enforcement. The gift of the residue was accompanied by its dedication to specific corporate purposes. The beneficiary may accept or reject the gift, and an acceptance implies an undertaking on the part of the charitable corporation and beneficiary to devote the gift to these designated purposes. After having so elected, the charitable corporation has no right to use the property given for any other than these purposes. If the corporation should violate its agreement in this regard, equity would, on suitable application, intervene to prevent the breach or to compel performance. Equity alone could grant adequate

relief to prevent the perversion of the gift. 2 Jarman on Wills, (6th ed.), 904 (star paging); Atty. Gen. Christ's Hospital Taml. 393, 48 Eng. Reprint, 156; Gregg v. Coates, 23 Beav. 33, 53 Eng. Reprint, 13; Peter v. Carter, 70 Md. 139; see Perry on Trusts (7th ed.) secs. 743, 747; Bogert on Trusts, vol. 2, sec. 416, p. 1269, sec. 418, p. 1277-1281; Scott on Trusts, secs. 199-200, 392, 397.3, 401.1, and particularly, sec. 348.1, p. 1919, citing Van Reuth v. Baltimore, 165 Md. 651; Baltimore v. Peabody Institute, 175 Md. 186.

II. The Salvation Army of Georgia, therefore, is the residuary legatee and takes the gift upon the agreement to apply the funds to the purposes designated by the testator. The gift, however, depends upon the validity of the paper writing as a testamentary document. If the purporting will be invalid because of a lack of mental capacity to execute it, or if the will be obtained by fraud, undue influence or duress, the entire estate would devolve upon his two daughters as his only heirs at law and next of kin. Without the will, there would be no residuary gift to the charitable corporation, and the expressed intention of the testator would wholly fail. Under these circumstances the daughters challenged the will by a caveat whose result was problematical. As shown by the testimony the situation was thoroughly surveyed and weighed, and the executor and residuary legatee honestly entertained grave doubt of the issues being determined by the jury in support of the validity of the assailed instrument. There was no confederation of the interested parties

to defeat the testator's intention. While the two daughters were endeavoring to have the paper declared null and void, the executor and residuary legatee were defending its validity, and the antagonistic interests of the parties kept them at arms length. In this situation, the parties entered into a compromise which is contained in their articles of agreement whereby each side surrendered something of what it claimed in order to avoid the chance of losing all in the attempt to get all. The net result of the compromise is that the amount of the residuary estate passing to the residuary legatee is reduced by what is agreed to be transferred and received by the two daughters. So, in order to save the residuary gift for charitable uses, in accordance with the design of the testator, a part of the contemplated residue is surrendered. Such a settlement was reasonably necessary for the protection of the residuary legatee and the assurance of a fulfilment of the intention of the testator. The effect is simply to give to the contesting daughters a greater interest in the estate and consequently to lessen the extent of the legacy to the charitable corporation. The purpose of the compromise was to preserve and not to destroy the residuary gift of the will. The Chancellor perceives nothing inequitable in the substance of the compromise, but reserves for future consideration and action the method whereby the property interests involved may be determined and transferred.

So, the settlement would seem to have been made within the

power and in the interest of the parties concerned, since it was not designed improperly to destroy the testamentary scheme. Hartle v. Stahl, 27 Md. 157; McCambridge v. Walraven, 88 Md. 378; Reichard v. Izer, 96 Md. 495; White v. Roberts, 145 Md. 405; Surratt v. Knight, 162 Md. 14, 17; Hohman v. Hohman, 164 Md. 594; Williston on Contracts (Revised ed.), vol. 1, sec. 119, p. 414; St. John's College v. Purnell, 23 Md. 629, 638-640; National Shawmit Bank of Boston v. Fitzpatrick, 256 Mass. 125, 152 N. E. 328; Blount v. Dillaway, 199 Mass. 330, 85 N. E. 477; Hastings v. Nesmith, 188 Mass. 190, 194, 74 N. E. 323; Baxter v. Stevens, 209 Mass. 459, 95 N. E. 854; Cole v. Cole, 292 Ill. 154, 126 N. E. 752; In re Davis Estate, 27 Mont. 490, 71 Pac. 757; Moore v. Gregory, 146 Va. 504, 131 S. E. 692; Riffe v. Walton, 105 Kan. 227, 182 P. 640. See Code, Art. 16, sec. 268.

III. The proceedings here had, and the further proceedings necessary for the administration of the estate of Walter H. Hart in accordance with the testator's will and for the distribution to be made in conformity with the rights of the parties in interest under said will and as modified and changed by the compromise agreement of the parties establish that the limited jurisdiction of the Orphans' Court is inadequate to afford full and complete relief such as is obtainable under the ampler and more flexible principles and procedure of a court of equity. Again, having acquired jurisdiction, equity will retain it so long as its exercise is necessary. For these sufficient reasons,

the Chancellor will retain jurisdiction in this cause and complete the administration of the estate and its distribution. Roland v. Ash, 145 Md. 465; Noel v. Noel, 175 Md. 147.

F. Neal Parsons
Chief Judge

The above cause being at issue and having come on for a hearing, and testimony having been taken in open court before the Chancellor, the parties were heard and the cause submitted, the proceedings were heard, read and considered.

Filed Nov. 9, 1939

It is thereupon this 9th day of November, 1939, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, adjudged, ordered and decreed in the manner and form following, that is to say:

First: That the residuary beneficiary named by the testator to take the gift of property under the residuary clause of the will is "The Salvation Army," a religious and charitable body corporate, duly incorporated under the laws of the State of Georgia, with its principal headquarters or office in Atlanta, Georgia, and a branch established in Annapolis, in the State of Maryland; and

Second: That the gift of the residue to the named corporation is a gift of property to a religious and charitable corporation, subject to the charge that the gift be used for the corporate purposes designated in the will of the testator; and

Third: That the further administration of the estate of the decedent, Walter H. Hart, the testator in these proceedings mentioned, by his executor, the Mercantile Trust Company of Baltimore, one of the defendants in this case, be conducted under the supervision and direction of this Court; and

Fourth: That the distribution of the residue of the estate of the testator be made in accordance with the terms of the testator's will, subject to such changes and modifications, with respect to the interests and estates of Constance Hart Harrison and Grace Hart, the two daughters and only next of kin and heirs at law of the said testator, and the Salvation Army, a body corporate of the State of Georgia, the residuary beneficiary under the will, as may have been made and effected, as between said daughters and residuary beneficiary, by the compromise agreement and settlement made by the said executor, and daughters and residuary beneficiary under date of January 20, 1939, and filed in this cause on October 13, 1939; and

Fifth: That the said Mercantile Trust Company of Baltimore, executor of the said Walter H. Hart, deceased, shall report its proceedings as such executor from time to time to this Court and account therefor therein; and

Sixth: That the costs of these proceedings thus far incurred shall be paid out of the estate of the said testator.

F. Neal Parker
Chief Judge

#7782 Eq.

LIBER 73 PAGE 169 Clark vs Hart Est.

The Salvation Army

Defendants' Exh #1 with testimony Oct 13/39 R.D.

ACT OF INCORPORATION

NEW YORK

34

Chap. 468, Laws 1899

AN ACT

To provide for the incorporation of The Salvation Army.

Became a law April 28, 1899, with the approval of the Governor. Passed, a majority being present.

State of New York

IN SENATE

Introduced by Mr. COGGESHALL—read twice, and by unanimous consent the rule was suspended and said bill ordered to a third reading and printed, and referred to the committee on the judiciary, retaining its place in the order of third reading — reported favorably from said committee with amendments, and ordered reprinted as amended, and restored to its place on the calendar — amended and ordered reprinted, retaining its place in the order of third reading.

AN ACT

To provide for the Incorporation of The Salvation Army.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Filing and Recording Certificate of Incorporation

The Salvation Army in the United States may become incorporated as a religious and charitable organization by the Commander, the Chief Secretary and the Treasurer of The Salvation Army in the United States, together with two other officers or laymen, members of said Salvation Army, executing, acknowledging and filing a certificate of incorporation in the office of the Secretary of State, giving its corporate name, the location of the Headquarters of said association in the United States, the names of the incorporators, the amount and kind of property owned by said corporation in the United States, the states and territories of the United States wherein it is to operate, and its general objects and purposes. The Salvation Army incorporated under the provisions of this act shall have power to take by gift, lease, purchase, devise or bequest, real and personal property and hold the same for the proper uses and purposes of said corporation.

Section 2. Government and Officers of The Salvation Army

The Commander, the Chief Secretary, and the Treasurer of The Salvation Army in the United States and the two officers of said Army or two laymen members of said Army selected by the three first-mentioned officers, or by a majority of them, shall be trustees of said corporation, and such officers and such laymen trustees shall together constitute the board of trustees thereof. The three first-mentioned officers of said corporation shall be trustees thereof ex-officio during their term of office, and shall cease to be trustees thereof upon their removal or resignation. The Commander, the Chief Secretary and the Treasurer of The Salvation Army in the United States shall be appointed by the General for the time being of The Salvation Army, and shall be subject to removal from office by him. The two other officers or laymen, members of such corporation, signing the certificate of incorporation shall be the two laymen trustees thereof during the first year of its corporate existence. The term of office of the two last-mentioned trustees shall be one year, and they may be removed from office by the vote of the three first-mentioned officers or a majority of them. Whenever the office of any such layman trustee shall become vacant by expiration of term of office or otherwise, his successor shall be appointed from the officers or members of The Salvation Army by the three first-named officers or a majority of them. No act or proceeding of the trustees of The Salvation Army shall be valid without the vote of a majority of the trustees of said corporation.

Section 3. Property of The Salvation Army Transferred By Its Incorporation

All the temporalities and property, real and personal, of any nature or kind, of the association known as The Salvation Army held in the United States by Frederick de Lautour Booth-Tucker, individually or as Commander of The Salvation Army, or by any other or member of said Salvation Army, or by any person, in trust for the purposes and benefit of the religious society or body heretofore known as The Salvation Army, shall, on the incorporation thereof, as provided for by this act, become the temporalities and property of such corporation, whether such temporalities or property be given, granted or devised directly to such unincorporated society or association, or to any person for the use or benefit thereof.

Section 4. General Powers and Duties of The Trustees of The Salvation Army

The trustees of The Salvation Army, incorporated under the provision of this act, shall have the custody and control of all the temporalities and property, real and personal, belonging to said corporation in the United States, and the revenues therefrom, and shall administer the same in accordance with the discipline, rules and usages of The Salvation Army or the governing body thereof and the provisions of law relating thereto. The board of trustees of said corporation shall have power to adopt by-laws for the calling and conduct of the meetings of its members, the government and regulation of said corporation, the management of its property, and the regulation of its affairs. But this section does not give to said trustees any control over the polity or control of the religious or ecclesiastical membership of The Salvation Army, or power to dismiss or remove any of its officers or members, or power over any of the spiritual officers of said association, who shall be subject to the rules and discipline of said association laid down by the General of The Salvation Army or his successor in said office.

Section 5. Establishment of Homes, Hospitals, Shelters, Etc.

Said corporation shall have power to establish and maintain, as a part of its regular church or charitable work, places for religious meetings, Homes for the training of its officers, Lodging Shelters for the poor, and, subject to the written approval of the State Board of Charities, when established in the State of New York, places of rest and recuperation for the sick and convalescent, Homes for the rescue of fallen women, Hospitals, Children's Homes, and Homes for the aged poor of its membership or congregation or of the public generally; and may take and hold by conveyance, donation, bequest or devise, real and personal property for such purposes, and may purchase or erect suitable buildings therefore, and may take and hold by grant, donation, bequest or devise, real or personal property upon trust, to apply the same or the income thereof, under the direction of its trustees, or other officers, for the purpose of establishing, maintaining and managing any one or more of the Homes or Institutions mentioned in this section.

Section 6. Establishment of Farm Colonies

Said corporation shall have power to establish Farm Colonies in any of the states or territories of the United States for the purpose of enabling the working classes, in the great cities of the United States who desire to own their own homes, and other persons who have no homes of their own, to acquire homesteads and become self-supporting by tilling the soil, and may purchase or acquire, by deed, devise, gift or otherwise, real and personal property, or receive property in trust, for such purpose, in any of the states or territories of the United States, and may purchase and erect suitable buildings therefore; may advance money to such colonists to enable them to become self-supporting, and shall have such further powers as are requisite to carry out the general objects in this section specified; and may borrow money and issue bonds for the same, secured by mortgage on said Salvation Army colonization farms, but no such bonds shall be issued without the unanimous vote of the five trustees of said corporation.

Section 7. Sale and Mortgage of the Real Property of The Salvation Army

The Salvation Army, incorporated under the provisions of this act, shall not sell or mortgage any of its real property without applying for and obtaining leave of the court therefore pursuant to the provisions of the code of civil procedure.

Section 8. Business to Be Conducted By The Salvation Army in Furtherance of Its Charitable Work

The Salvation Army shall have power, in furtherance of its religious, charitable, missionary and educational work, to own and conduct a printing and publishing business, the business and manufacturing or buying and selling musical instruments, the business of manufacturing or buying and selling uniforms and badges for the use of the officers and soldiers of The Salvation Army, and shall have power to manufacture, buy or sell any of the articles, goods and appliances required by The Salvation Army; provided, however, that no officer, member or employee of said corporation shall receive, or may be lawfully entitled to receive, any pecuniary profit from the operations thereof, except reasonable compensation for services in effecting one or more of such purposes or as proper beneficiaries of its strictly charitable purposes; and provided, furthermore, that all the proceeds of said business shall be devoted to the religious, charitable, educational or missionary purposes of The Salvation Army.

Section 9. Correction and Confirmation of Conveyances to The Salvation Army

The Salvation Army, incorporated under the provision of this act, shall be deemed a religious corporation within the meaning and intent of the provisions of section ten of the religious corporations law.

Section 10. Making and Filing of An Annual Report

Said Salvation Army shall, within thirty days from the twentieth of January in each year, make and file in the office of the Secretary of State an inventory of its property, wherever situated in the United States, naming the amount and kind thereof in each state and territory, and the amount and kind of its indebtedness, and whether the same is secured or unsecured; also a list of the trustees of said corporation and a statement as to the number of Farm Colonies established by said corporation, and the amount of land purchased and sold in each of said Colonies during the preceding year, and a statement of the receipts and expenditures from any of the Homes, Shelters and Hospitals established and conducted by said corporation in pursuance of the terms of this act; and also a statement of the receipts and disbursements of any business authorized by this act to be conducted by said corporation.

Section 11. Exemption From Taxation

The property of The Salvation Army, both real and personal, within this State, shall be exempt from taxation, to the extent that, and so long as, the same shall be used exclusively for places for religious meetings, Homes for the training of its officers, Homes for the rescue of fallen women, Shelters for the poor, Hospitals, places of rest and recuperation for the sick and convalescent, Children's Homes and Homes for the aged poor of its membership or congregation or of the public generally. All the other property of said Salvation Army, both real and personal, in this State, shall be entitled to the exemptions from taxation provided for by subdivision seven of section four of the tax law.

Section 12. Date Effective

This act shall take effect immediately.

#1782 Eng. -
Clark
Hart Est.

LIBER 73 PAGE 177

The Salvation Army

CERTIFICATE OF INCORPORATION
and
BY-LAWS
NEW YORK

Defdts. Exh. #2
with testimony Oct. 13
[illegible] 39.

35

LIBER 73 PAGE 178

The Salvation Army

CERTIFICATE OF INCORPORATION

and

BY-LAWS

NEW YORK

Certificate of Incorporation
of
The Salvation Army

Pursuant to the provisions of Section 1 of Chapter 468 of the Laws of 1899, entitled "An Act to provide for the incorporation of The Salvation Army," we, Frederick de Lautour Booth-Tucker, the Commander of The Salvation Army in the United States; Edward John Higgins, the Chief Secretary of The Salvation Army in the United States; William Conrad Hicks, the Treasurer of The Salvation Army in the United States; Alice Lewis, Lieutenant-Colonel of The Salvation Army in the United States, and Madison James Holmes Ferris, the Legal Secretary of The Salvation Army in the United States, the undersigned, all being members of The Salvation Army, and all being persons of full age and all of them being residents of the State of New York, for the purpose of incorporating The Salvation Army as a religious and charitable organization pursuant to the provisions of said Act, do hereby certify that:

FIRST. The corporate name of said corporation shall be The Salvation Army.

SECOND. The location of the headquarters of the said association in the United States is and shall be at Nos. 120 to 124 West Fourteenth Street in the Borough of Manhattan, City, County and State of New York.

THIRD. The names of the incorporators of The Salvation Army are Frederick de Lautour Booth-Tucker, Commander of The Salvation Army in the United States; Edward John Higgins, Chief Secretary; William Conrad Hicks, Treasurer; Alice Lewis, Lieutenant-Colonel, and Madison James Holmes Ferris, Legal Secretary, of said Salvation Army.

FOURTH. The amount and kind of property owned by the said corporation in the United States is as follows: Value of real estate, $450,000.00; value of lease-hold, $22,500.00; value of Farm Colonies in fee, $49,250.00; value of Farm Colonies Lease-hold, $40,000.00; personal property, $183,500.00.

FIFTH. Said The Salvation Army is designed to operate as a religious and charitable corporation in all the States and Territories of the United States.

SIXTH. The general objects and purposes of The Salvation Army are as follows:

To have the custody and control of all the temporalities and property, real and personal, belonging to The Salvation Army in the United States, and revenues therefrom, and the administration of the same in accordance with the discipline, rules and usages of The Salvation Army. To see that the entire receipts, revenues and emoluments derived therefrom and from all the various branches of its work, are devoted exclusively to the benevolent, religious and philanthropic purposes of The Salvation Army in the United States, with the exception of a moderate and reasonable compensation to those conducting and having the management of its objects and purposes.

For the spiritual, moral and physical reformation of the working classes; for the reclamation of the vicious, criminal, dissolute and degraded; for visitation among the poor and lowly and the sick; for the preaching of the Gospel and the dissemination of Christian truth by means of open-air and indoor meetings.

SEVENTH. The Salvation Army has no stock and none of its officers or members or employees is lawfully entitled to receive or does receive any pecuniary profit or any emolument whatever from the operations thereof except reasonable compensation for services in effecting one or more of its objects and purposes, or as beneficiaries of its strictly religious, charitable and philanthropic purposes.

EIGHTH. All the proceeds of any business conducted or owned or controlled by The Salvation Army are and shall be devoted to the religious, charitable, educational or missionary purposes of The Salvation Army.

NINTH. The Commander, the Chief Secretary, the Treasurer, the Lieutenant-Colonel and the Legal Secretary of The Salvation Army shall be the Trustees of said corporation and shall together constitute the Board of Trustees thereof in accordance with the provisions of Chapter 468 of the Laws of 1899.

IN WITNESS WHEREOF, we have made, signed and executed this instrument in duplicate on this 11th day of May, 1899.

FREDERICK DE LAUTOUR BOOTH-TUCKER,
Commander.

EDWARD JOHN HIGGINS, Chief Secretary.

WILLIAM CONRAD HICKS, Treasurer.

ALICE LEWIS, Lieutenant-Colonel.

MADISON JAMES HOLMES FERRIS,
Legal Secretary.

(Canceled Revenue Stamp)
10 Cents.

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss:

On this 11th day of May, 1899, before me personally came Frederick de Lautour Booth-Tucker, Commander of The Salvation Army in the United States; Edward John Higgins, Chief Secretary; William Conrad Hicks, Treasurer; Alice Lewis, Lieutenant-Colonel, and Madison James Holmes Ferris, Legal Secretary of The Salvation Army in the United States, to me severally known to be the persons described in and who executed the foregoing certificate and they severally duly acknowledged to me that they had made, signed and executed the same for the uses and purposes therein set forth.

[Seal] GROSVENOR H. BACKUS,
Notary Public, Kings Co.
Certificate filed in New York Co.

(Endorsed, Book 46, Pages 171-81)

CERTIFICATE OF INCORPORATION

OF

THE SALVATION ARMY

Pursuant to the provisions of Chapter 468 of the Laws of 1899, entitled "An Act to provide for the incorporation of The Salvation Army."

STATE OF NEW YORK,

Office of SECRETARY OF STATE.

Filed and Recorded May 12, 1899

J. B. H. MONGIN

Deputy Secretary of State.

Office of the Secretary of State
STATE OF NEW YORK } *ss:*

I have compared the preceding with the original Certificate of Incorporation of The Salvation Army, filed and recorded in this office on the 12th day of May, 1899, and do HEREBY CERTIFY the same to be a correct transcript therefrom and of the whole of said original.

WITNESS my hand and the seal of office of the Secretary of State, at the City of Albany, this twelfth day of May, One Thousand Eight Hundred and Ninety-Nine.

[Seal]

JOHN T. MCDONOUGH,
SECRETARY OF STATE.

[6]

By Laws

OF

The Salvation Army

CHAPTER I.

THE BOARD OF TRUSTEES

1. The Commander for the time being of The Salvation Army shall act as President of its Board of Trustees, *ex officio*.

In the absence of the President, the First Vice-President, and in the absence of the First Vice-President, the Second Vice-President, shall act as the presiding officer of the Board, *ex officio*.

2. The regular meetings of the Board shall be held once a month, and unless otherwise directed by the President, on the first Thursday in each month.

3. Special meetings of the Board may be called by the President, or, in his absence, by the First Vice-President, or, in the absence of both the former, by the Second Vice-President.

4. Three members shall constitute a quorum of the Board.

5. The President—and in his absence, the First Vice-President, and in the absence of both President and First Vice-President, the Second Vice-President—is authorized to execute mortgages on the real estate of The Salvation Army when authorized by the Board of Trustees.

Also to execute deeds for the sale of real property, to sign contracts for the purchase of real property, and to affix the Corporate Seal of The Salvation Army to such deeds, documents, or contracts, when authorized so to do by the Board of Trustees of The Salvation Army.

~~6. The President shall have the power to veto any decision~~ of the majority of the Board, but such veto may be set aside by a four-fifths vote of all the members of the Board.

7. The Board of Trustees of The Salvation Army, at its first regular meeting in May of each year, shall appoint a Secretary, and Assistant Secretary, who need not be members of the Board of Trustees, who shall hold office for one year, and until their successors are appointed. Their appointment shall be by a majority vote of the Board of Trustees, subject to the usual veto of the President.

8. The minutes of each meeting of the Board of Trustees shall be kept by the Secretary, who shall be responsible for making a correct record of all business transacted at each meeting; such record shall be read before the next meeting of the Board, and when accepted by the Board and signed by the presiding officer thereof, shall be duly incorporated in the Minute Book of the Board and become the record of such meeting. The Secretary shall give, or cause to be given, all notices of meetings of the Board of Trustees. He shall have custody of the corporate seal and shall, when required to do so, affix the seal to any instrument requiring the same, and attest the same by his signature as Secretary. In the absence of the Secretary, the Assistant Secretary shall perform all the duties of the Secretary.

9. The Board of Trustees may appoint such other officers as it may deem necessary, who shall have such authority and perform such duties as may from time to time be determined by the Board of Trustees.

10. Resolutions presented to the Board must be reduced to writing before such presentation.

11. The Board of Trustees of The Salvation Army may appoint a Financial Secretary, who shall keep an account of all moneys received and expended, and report the same at each regular meeting when called upon to do so.

~~12. All funds belonging to the Corporation shall be~~ placed on deposit, in the name of The Salvation Army, in such bank or banks and under such accounts as may be directed by the Board of Trustees.

13. All checks drawn against banking accounts of the Corporation shall bear the signature of the President of the Board of Trustees and the Financial Secretary of The Salvation Army, or such other officer or individual as may be thereunto duly authorized by the Board of Trustees.

13a. To enable local representatives of The Salvation Army to open banking accounts in the name of the Corporation the President or Vice-Presidents are hereby authorized to execute Powers of Attorney for such purpose, designating the name of the Bank to act as depository and how checks on said accounts shall be signed.

14. The Board of Trustees may, by a majority vote at a regular or special meeting, instruct the President or the First Vice-President to borrow money for the uses and purposes of The Salvation Army when such occasion or occasions may require the use of such funds, and for the purpose of carrying such loans into effect the Board of Trustees of The Salvation Army may by a majority vote pass resolutions authorizing its President or First Vice-President to sign a note or draft for such purpose, with authority to pledge The Salvation Army credit and property to the payment of the same. Such note or draft shall be signed as follows: "The Salvation Army" "name of President or First Vice-President" with the name of "President" or "First Vice-President" stamped or written, and the corporate seal shall always be affixed to such notes or drafts with the resolution authorizing the same.

~~15. The following shall be the order of business at each~~ regular meeting of the Board:

(a) Devotional exercises.
(b) Calling of roll.
(c) Reading of minutes of previous meeting.
(d) Unfinished business of the previous meeting.
(e) Report of Secretary.
(f) Report of Treasurer.
(g) Report of Executive Councils.
(h) Report of Special Councils.
(i) Miscellaneous business.
(j) Adjournment.

CHAPTER II.

COUNCILS

16. The following Councils shall be appointed by the President:

(a) Central Finance Councils.
(b) Finance Councils.
(c) Property Councils.
(d) Social Councils.
(e) Trade Councils.
(f) Other Councils may be constituted as occasion may require.

17. The President, the First Vice-President and the Second Vice-President shall be *ex-officio* members of each Council, and shall preside in order of seniority at each Council they attend.

18. In the absence of the President and the Vice-Presidents the remaining members of the Council shall elect a chairman.

19. The appointment and removal of the members of the above Councils shall be made by the Board of Trustees.

20. The regular meeting of each Council shall be held once a week. Special meetings may be called in case of emergency by the Secretary of each Council at the request of any member of the same.

21. Three members of each Council shall constitute a quorum.

~~22. A Secretary shall be appointed to each Council, and~~ shall keep a record of its business and transcribe the same in the Minute Book of the Council, such Minutes to be signed by the Chairman of each meeting.

23. Minutes of each Council shall be submitted in writing by their respective Secretaries at the next ordinary meeting of the Board of Trustees, when they shall be countersigned by the President or one of the Vice-Presidents of the Board, and when accepted shall be embodied in the Minutes of the Board of Trustees.

24. Requisitions and estimates must be submitted in writing to the various Councils that have authority to act in the matter, and be duly signed by the head of the department responsible for such expenditure.

25. Proposals for the expenditure of money shall always be subject to revision by the Board of Trustees.

CHAPTER III.

THE FINANCE COUNCILS

26. The Finance Councils shall consist of not less than six members, three of whom shall be the President, the First Vice-President, and the Second Vice-President, of the Board of Trustees.

27. The Finance Councils shall meet on Thursdays, unless otherwise notified by the Secretary of the Councils.

28. The duty of the Finance Councils shall be to consider all matters pertaining to expenditures of money on account of the Training Homes, Lodging Shelters, Homes of Rest, Rescue Homes, Farm Colonies, and expenditure generally connected with the National Headquarters of The Salvation Army, excepting, however, the transactions referred to in Chapters IV, V and VI.

29. Each Finance Council shall have power to agree to all requisitions submitted to it by the various Institutions within the limit of its budget. Any amount exceeding the budget must first receive the sanction of the Board of Trustees.

30. The Finance Councils may make such recommendations in regard to improvements of its method of Finance as may be deemed advisable by them, but such recommendations shall not be carried into effect, nor shall any alterations be concluded, without first having the sanction of the Board of Trustees of The Salvation Army.

31. All requisitions agreed to by the Finance Councils must receive the indorsement of the Chairman of the Council, or, in his absence, the Vice-Chairman.

32. To facilitate the transaction of ordinary business between the meetings of the Councils, the President of the Board of Trustees or either of the Vice-Presidents may authorize payments of pressing accounts, provided that no single amount shall exceed $50.00.

CHAPTER IV.

THE PROPERTY COUNCILS

33. The Property Councils shall consist of not less than six members, three of whom shall be the President, the First Vice-President, and the Second Vice-President, of the Board of Trustees.

34. The Councils shall meet on Wednesday of each week, unless otherwise arranged by the Secretary of the Councils.

35. It shall be the duty of these Councils to deal with all matters connected with Real Estate, Leases, Loans and Personal Property.

36. Renewals of leases and leases for new properties must be submitted by the Property Secretary to the Councils, and when such renewal or leases for new properties have received the authorization of the Board of Trustees the

President, or in the absence of the President one of the Vice-Presidents, shall, subject to the provision of Chapter I, Section 5, execute the renewals or leases so authorized by the Board of Trustees, with the Seal of the Corporation attached.

37. The Councils must receive regular reports regarding the condition of the real estate of The Salvation Army, and take such action as may be deemed advisable for the purpose of keeping all the property belonging to The Salvation Army in a proper state of repair.

38. The Property Councils are authorized to sanction the expenditure of money up to the sum of $500.00 for the purchase of furniture or machinery, or for necessary repairs.

39. All purchases of real estate or the leasing of properties must first be submitted by the Property Councils to the Board of Trustees for its authorization.

40. All leases and other documents—viz., mortgages, deeds and contracts for the sale and purchase of real property—must receive the signature of the President of the Board of Trustees; or, in his absence, the signature of the First Vice-President; or, in the absence of both the former, of the Second Vice-President, together with the Seal of the Corporation.

41. The President of the Board of Trustees shall be authorized to sign such documents in case of emergency between the sittings of the Board of Trustees, provided that the value of the property shall not exceed $5,000.00, or the amount of the lease shall not exceed $100.00 per month, and that such documents must be submitted by the Secretary at the next sitting of the Board of Trustees.

CHAPTER V.

THE TRADE AND PUBLICATION COUNCILS

42. The Trade and Publication Councils shall consist of not less than six members, three of whom shall be the President, the First Vice-President and the Second Vice-President, of the Board of Trustees.

43. Its meetings shall be held on Wednesday of each week, unless otherwise arranged by the Secretary of the Councils.

44. It shall be the duty of the Councils to control all expenditures in connection with the Trade and Publication Departments of The Salvation Army.

45. The power of the Trade and Publication Councils shall be limited to the amount of $500.00. Any single item of expenditure in excess of this amount must be submitted to the Board of Trustees.

46. All requisitions for the replenishment of stock, for the purchase and repairs of printing machines, for furnishing of National Headquarters or the quarters of Staff Officers, or any expenditures in connection with the Trade and Publication business of the Army, shall be submitted by the Secretary to the Councils.

47. All requisitions agreed to by the Councils must bear the indorsement of the Chairman of the Councils.

48. Between the sittings of the Trade and Publication Councils, requisitions for urgent payments, not exceeding $50.00, may receive the signature of the President of the Board of Trustees, or of either of the Vice-Presidents, provided that all such payments shall be submitted at the next sitting of the Councils, and shall be inserted in the Minute Book of the Councils.

CHAPTER VI.

THE AUDIT COUNCILS

49. The Audit Councils shall consist of not less than six members, three of whom shall be the President, the First Vice-President, and the Second Vice-President, of the Board of Trustees. They shall meet on Tuesday of each week.

50. The duty of these Councils shall be to examine the weekly statements of the Divisional Officers, the balance sheets of the Divisional and Corps accounts, and the balance sheets and all accounts of The Salvation Army at its National Headquarters.

51. All financial statements and balance sheets shall bear the stamp of the Audit Councils and the signature of their chairmen.

52. No alteration shall be made in the system of Finance by the Audit Councils without the previous sanction of the Board of Trustees.

CHAPTER VII.

AMENDMENTS TO BY-LAWS

53. These By-laws shall not be amended, suspended, annulled, added to, or taken from, except at a full meeting of the Board of Trustees, provided that in case of the unavoidable absence of any Trustee, his written consent to the proposed change must be laid upon the table.

54. Notice of the proposed amendment shall be submitted to the Board, in writing, at least one month before such amendment is voted upon. Unless the vote of the Board be unanimous the proposed alteration must be postponed for another month, and must then receive a four-fifths vote of the entire Board in its favor.

CERTIFICATE OF SECRETARY.

I, George Darby *DO HEREBY CERTIFY*

that I am the- - - - - - - - - - - - -Secretary of The Salvation Army, a corporation organized and existing under and by virtue of the laws of the State of New York; that I am the keeper of the records and of the corporate seal of said corporation, and that the foregoing is a full, complete, true and accurate copy of the By-Laws of said corporation, together with all changes and amendments at any time made thereto, and that said By-Laws are in full force and effect.

WITNESS my hand and the official seal of said corporation this 6th *day of* October *A. D., 1939*

Secretary.

Subscribed and sworn to before me this 6th day of October A. D. 19

E. M. Uhlenbusch

NOTARY PUBLIC, Kings County
Kings Co. Clk's. No. 15. Reg. No. 1005
Certificates filed in
N.Y. Co. Clk's. No. 9. Reg. No. 1-U-9
Bronx Co. Clk's. No. 1. Reg. No. 1-U-41
Commission expires March 30, 1941

LIBER 73 PAGE 193

3

REAL ESTATE
INSURANCE
MORTGAGES
AND
LOANS

WALTER H. HART
HART BUILDING, CHURCH CIRCLE
ANNAPOLIS, MARYLAND

TELEPHONES
893-M
744-M

Defn Cox

June 20th., 1925.

Brigadier Post,
120 West 14th Street,
New York, N. Y.

Annapolis, Md.

My dear Sir:-

I am of opinion that the Annapolis Corps of the Salvation Army is going to be a great success, and I think that it will be the means of bringing many to a knowledge of God and the redeeming grace of Jesus Christ. The two young officers in charge, Lieutenant Bridge and Lieutenant House, appear to very sincere and devoted to their work, nevertheless I would dearly love to see an enlarged working personnel.

Life is largely made up of surprises, and it is fortunate indeed that it is so, otherwise we should be impatient for the good things and soured against the bad ones. Nevertheless, I am going to surprise you, and therefore I desire to know the legal or official title of the Salvation Army, as it is my intention to issue a fee simple deed to the Army for this property, No. 47 Randall Street, Annapolis, to be held by them to the Glory of God and the good of mankind. X

Filed Oct 13/39

Brigadier Seiler knows that the property cost me considerably more in dollars and cents than the price stipulated in the lease. This was caused by labout and material conditions. Nevertheless I feel that this is a small matter as an act of thanksgiving to Almighty God, who has been my friend, my director and my protector these many years.

Yours very truly,

Walter H. Hart

X Full Corporate title + where incorporated?

36

LIBER 73 PAGE 194

4

REAL ESTATE
INSURANCE
MORTGAGES
AND
LOANS

WALTER H. HART
HART BUILDING, CHURCH CIRCLE
ANNAPOLIS, MARYLAND

TELEPHONES
893-M
744-M

Reply 2x4

PROPERTY DEPT.
RECEIVED
JUL - 3 1925
7 8 9 10 11 12

July 8th., 1925.

Brigadier Post,
120 West Fourteenth Street,
New York City.

Annapolis Md.

My dear Sir:-

Replying to your recent letter, in reference to the property known as No. 47 Randall Street, Annapolis, Maryland, I beg to advise that I have this day seen my attorney, Nicholas H. Green, Esq., Annapolis, and instructed him to draw a ~~free~~ fee simple deed.

I have also given Mr. Green some conditions in reference to the hall being used for religious purposes and the house portion to form a dwelling for the officers connected with the Annapolis corps. As soon as I receive the deed, I will mail it on to you for your approval.

Mr. Green is of opinion that there should be a suitable and permanent brass or bronze tablet attached to the front of the building, and therefore I suggest that such a tablet be limited to the space occupied by one of the concrete blocks, and these, with the mortar joint, measure nine inches high, by seventeen inches long. Upon this tablet should be placed the following inscription:-

Oct 13/39

Filed

This building ~~was~~ erected to the
Glory of God and the good of mankind
~~And was~~ given to The Salvation Army, ~~Inc.~~
By Walter H. Hart. A. D. 1925.

It will be apparent to you that at least one person with whom you have talked possesses a positive belief, maybe somewhat similar to the one held by the Apostle Paul, when he wrote his first epistle to the Corinthians and the fifteenth chapter.

In New York City you have several firms who specialise upon brass and bronze plates, and therefore you can no doubt obtain a specimen and design of the wording, which I will be glad if you will submit to me.

Yours very truly,

Walter H. Hart

37

REAL ESTATE
INSURANCE
MORTGAGES
AND
LOANS

LIBER 73 PAGE 195

5

WALTER H. HART
HART BUILDING, CHURCH CIRCLE
ANNAPOLIS, MARYLAND

TELEPHONES
893-M
744-M

POST

September 17th., 1925.

PROPERTY DEPT.
RECEIVED
SEP 18 1925
PM
9 10 11 12 1 2 3 4 5 6

The Salvation Army,
120 West 14th Street,
New York City.

re 47 Randall Street,
Annapolis, Md.

Gentlemen:-

Enclosed please find draft of deed relating to the above property. After you have had the deed passed upon by your legal department, I shall be glad if you will return it to me for execution.

I am sorry that so much delay has taken place in this matter, but my attorney appears to have more work than he can accomplish.

By the same mail I am returning your sketch for the tablet, and which appears to be very satisfactory except that it wants the addition of the word "was" after "this building", and also that it is two inches too short. Of course it may be that the draftsman is allowing two inches in length in order to provide a kind of round edged or bevelled frame, and, if so, this same frame should appear on the top and the bottom. The measurements given: nine inches high and seventeen inches long - represent the size of one concrete block and the mortar joint of same, so that the pins or screws by which it is attached to the building should not be more than ½" to ¾" from the outside edge.

I had the sketch in my office window, and hence the reason for the water marks. Yours respectfully,

Walter H. Hart

Fed Oct 13/39

39

Oct 13/39

Offer of proof by Defendants

The defendants offered to prove by Carlyle Barton one of the attorneys for the defendant daughters of testator, that he and Mr Richard B Tippett represented the two daughters of testator, that they carefully and thoroughly investigated the current case against the will, submitted their facts to the Executor & the Salvation Army and that they and the Executor & the Salvation Army considered the settlement fair and reasonable to all concerned

I, GEORGE DARBY, do hereby certify; that I am the SECRETARY of THE SALVATION ARMY, a religious and charitable corporation, duly incorporated under and by virtue of the Laws of the State of New York; that I am the keeper of the records and of the corporate seal of said corporation; and that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Trustees of said The Salvation Army, duly called and held on the 9 day of Oct, , 1939, at its principal office in the City of New York.

"WHEREAS, by a deed of gift dated July 1, 1925, made by Walter H. Hart, late of Anne Arundel County, State of Maryland, to The Salvation Army, a religious and charitable corporation incorporated under and by virtue of the laws of the State of New York, and recorded on October 6, 1925 among the Land Records of Anne Arundel County, in Liber W.M.B. 12, Folio 130, the said Walter H. Hart conveyed to said The Salvation Army (a New York Corporation):

"ALL that lot, piece or parcel of ground situate lying and being in the City of Annapolis, Anne Arundel County, State of Maryland, located on the southeast side of Randall Street fronting thereon twenty (20) feet and having a depth therefrom of about 49-1/2 feet and described as follows:

BEGINNING for the same at the Northwest corner of the store house of John H. Thomas on said Randall Street, and running with the line of said Street northeasterly twenty feet; thence southeasterly with the divisional line between the lot hereby conveyed and that formerly owned by John Phillips but now owned by George McNemar, about forty nine and one half feet, intersecting with the divisional line between the lot hereby conveyed and the lot formerly belonging to Soloman Phillip's heirs; thence southwesterly twenty seven feet with said divisional line; thence northwesterly nineteen and one half feet; thence northeasterly seven feet; thence northwesterly thirty feet to the point of beginning."; and

Filed Oct 13/39

40

WHEREAS, at a meeting of the Board of Trustees of The Salvation Army, a New York Corporation, duly called and held on the 31st day of May 1927, the following resolution was duly adopted:

"WHEREAS: The Salvation Army, a Corporation Incorporated under the Laws of the State of New York, is the owner of property located in the City of Annapolis, Anne Arundel County, State of Maryland, bounded and described as follows:

ALL that lot, piece or parcel of ground situate, lying and being in the City of Annapolis, Anne Arundel County, State of Maryland, located on the southeast side of Randall Street fronting thereon twenty (20) feet and having a depth therefrom of about forty-nine and one-half (49-1/2) feet and described as follows:-

BEGINNING for the same at the Northwest corner of the store house of John H. Thomas on said Randall Street, and running with the line of said street Northeasterly twenty feet; thence southeasterly with the divisional line between the lot hereby conveyed and that formerly owned by John Phillips but now owned by George McNemar, about forty nine and one half feet, intersecting with the divisional line between the lot, hereby conveyed and the lot formerly belonging to Soloman Phillip's heirs; thence southwesterly twenty seven feet with said divisional line; thence northwesterly nineteen and one half feet; thence northeasterly seven feet; thence northwesterly thirty feet to the point of beginning.

WHEREAS: The Salvation Army, a Corporation duly incorporated under the Laws of the State of New York, maintains and operates a religious and charitable work in the City of Annapolis, County of Anne Arundel, State of Maryland, which religious and charitable work has now been inoorporated under the Laws of the State of Georgia for the purpose of maintaining and carrying on the religious and charitable purposes of The Salvation Army, a Corporation Incorporated under the Laws of the State of New York, in the State of Maryland; and

WHEREAS: It is deemed necessary and to be for the best interests of The Salvation Army, a Corporation existing under the Laws of the State of New York, to transfer and convey unto The Salvation

Army, a Corporation existing under the laws of the State of Georgia the property owned by it in the City of Annapolis, County of Anne Arundel, Maryland in accordance with recent changes in the executive control and supervision of The Salvation Army throughout the United States. THEREFORE BE IT

RESOLVED: That The Salvation Army a Corporation under the Laws of the State of New York transfer and convey the property described herein to The Salvation Army, a Corporation incorporated under the Laws of the State of Georgia, for the sum of ONE ($1.00) DOLLAR, and other valuable considerations; namely, that said Corporation use the said premises or any emoluments or revenues derived therefrom, in the religious, educational, missionary, philanthropic and charitable work of the character that has been and is being conducted by that branch of the Christian Church known as The Salvation Army, and to do everything and to act and to carry on every kind of operation necessary and incidental to the maintenance of such beneficial, educational, charitable, missionary, philanthropic and religious work, but that all of such work shall be conducted not for pecuniary profit, and, WE, the Board of Trustees of The Salvation Army, a Corporation under the Laws of the State of New York, do hereby unanimously agree to conveying the above described land and premises to The Salvation Army, a Corporation organized under the Laws of the State of Georgia, for the purpose hereinbefore mentioned, and authorize one of its executive officers to execute a proper Deed for the conveyance of the same, with the Seal of the Corporation affixed, for the uses and purposes herein set forth."; and

WHEREAS, thereafter proceedings were duly had and taken in the Supreme Court of the State of New York, County of New York, in a proceeding entitled

"In the Matter of the Application of The Salvation Army for leave to Convey its Real Property located in the City of Annapolis, Anne Arundel County and State of Maryland.",

that an order of said Court dated June 22, 1927 was duly made and entered, upon petition of said The Salvation Army, a New York Corporation, whereby it was

"ORDERED: That THE SALVATION ARMY be, and it is hereby granted leave and authority to convey its real property located in the City of Annapolis, County of Anne Arundel, State of Maryland, to THE SALVATION ARMY, a Corporation organized under the Laws of the State of Georgia, for the sum of ONE ($1.00) DOLLAR, and other good and valuable considerations: namely, to engage in charitable, educational, missionary, philanthropic and religious work of the character that has been and is being conducted by that branch of the Christian Church known as THE SALVATION ARMY, and to do everything, and to act and carry on every kind of operation necessary and incidental to the maintenance of such beneficial, educational, charitable, missionary, philanthropic and religious work, but that all of such work shall be conducted not for pecuniary profit; said premises being all that lot, piece or parcel of ground situate lying and being in the City of Annapolis, Anne Arundel County, State of Maryland, located on the southeast side of Randall Street fronting thereon twenty (20) feet and having a depth therefrom of about 49-1/2 feet and described as follows:

BEGINNING for the same at the Northwest corner of the store house of John H. Thomas on said Randall Street, and running with the line of said Street northeasterly twenty feet; thence southeasterly with the divisional line between the lot hereby conveyed and that formerly owned by John Phillips but now owned by George McNemar, about forty nine and one half feet, intersecting with the divisional line between the lot hereby conveyed and the lot formerly belonging to Soloman Phillip's heirs; thence southwesterly twenty seven feet with said divisional line; thence northwesterly nineteen and one half feet; thence northeasterly seven feet; thence northwesterly thirty feet to the point of beginning.

The property described above being used for the religious and charitable work of THE SALVATION ARMY, a Corporation existing under the laws of the State of New York, and to be conveyed to THE SALVATION ARMY, a Corporation existing under the Laws of the State of Georgia, to be used for purposes as aforesaid." and

WHEREAS, pursuant to the leave and authority to it granted by said order said The Salvation Army, a New York Corporation, did by deed dated June 28, 1927, and recorded among the Land Records of Anne Arundel County in Liber S.F.R. No. 20, Folio 161, convey to The Salvation Army, a Georgia Corporation, the premises located in the City of Annapolis, Anne Arundel County, State of Maryland, which are in said deed and hereinabove more particularly described; and

WHEREAS, the said Walter H. Hart, late of Annapolis, Anne Arundel County, Maryland, died on the 21st day of March, 1937, leaving a Last Will and Testament, which was duly admitted to probate by the Orphans' Court of Anne Arundel County, Maryland, on the 24th day of March, 1937, and is now recorded in the office of the Register of Wills of Anne Arundel County in Liber W.M.H. No. 1, Folio 192, wherein it was provided, inter alia, as follows:

> "LASTLY: I give and bequeath the remainder or residuary of my estate, real, personal and mixed, corpus, income or otherwise, to the Salvation Army, a body corporate, Annapolis Branch. I desire this fund to be available to it for the purpose of making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy."; and

WHEREAS, the only body corporate known as The Salvation Army, now owning property in the State of Maryland and now authorized under and in pursuance of the regulations, discipline, usages and customs of The Salvation Army to own property in the State of Maryland in the name of The Salvation Army is The Salvation Army, a Georgia Corporation, duly qualified to do business in the State of Maryland; and

WHEREAS, there is now pending in the Circuit Court for Anne Arundel County, Maryland, a certain proceeding in equity, (No. 7782-Equity), entitled

"Linwood L. Clark, Plaintiff,

vs.

Mercantile Trust Company of Baltimore, a body corporate of the State of Maryland, Executor of the Estate of Walter H. Hart, and Constance Harrison nee Constance

Hart and Grace Hart, non-residents of the State of Maryland, and The Salvation Army, a body corporate of the State of Georgia, a foreign corporation duly qualified in the State of Maryland, Defendants.",

wherein the plaintiff prays, among other things, that the will of said Walter H. Hart be conetrued; and

WHEREAS, in said proceeding in equity it may be contended that The Salvation Army, a New York corporation, has, or may have, some right, title or interest in or to the residuary estate of the said Walter H. Hart, deceased; and

WHEREAS, it is the considered judgment of this Board of Trustees that this Corporation, The Salvation Army, a New York Corporation, should, in furtherance of the changes in the executive control and supervision of The Salvation Army throughout the United Statee effective in or about the year 1927, transfer, convey and release unto The Salvation Army, a Georgia Corporation, all its right, title and interest, if any, in and to the residuary estate of the said Walter H. Hart, deceased, NOW, THEREFORE, BE IT, unanimously,

RESOLVED: That this Corporation, The Salvation Army, a New York Corporation, transfer, convey and release unto The Salvation Army, a Georgia Corporation, in consideration of One ($1.00) Dollar, and other valuable considerations; namely, that said The Salvation Army, a Georgia Corporation, use the residuary estate, hereinafter mentioned, or any emoluments or revenues derived therefrom, for the uees and purposes set forth in the lastly clause of the last will and testament of the said Walter H. Hart, which said will is of record in the office of the Register of Wills for Anne Arundel County in Wills, Liber W.M.H. No. 1, folio 192, all its right, title and interest, if any, in and to the residuary estate of Walter H. Hart, deceased, late of Annapolis, Anne Arundel County, Maryland, and that the proper executive officers of this corporation be and they hereby are authorized and directed to execute, acknowledge and deliver to said The Salvation Army, a Georgia Corporation, a proper instrument of transfer, conveyance and releaee of the same, with the Seal of this Corporation affixed, and to do all such further or other things as may be necessary or proper to give full force and effect to the provisions of this resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and

affixed the official seal of said corporation, this 9 day of Oct., 1939.

Subscribed and sworn to before me this 9th day of October, 1939, in the City, County and State of New York.

E. M. Uhlenbusch

NOTARY PUBLIC, Kings County
Kings Co. Clk's. No. 15, Reg. No. 1005
Certificates filed in
N.Y. Co. Clk's. No. 9, Reg. No. 1-U-9
Bronx Co. Clk's. No. 1, Reg. No. 1-U-41
Commission expires March 30, 1941

State of New York, County of New York, } ss.: No. 16395 Form 2

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that

E. M. Uhlenbusch

whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York this 10 day of Oct 1939

Archibald R. Watson
County Clerk and Clerk of the Supreme Court.

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THIS DEED OF ASSIGNMENT, TRANSFER, CONVEYANCE AND RELEASE, made this 9 day of October, 1939, by The Salvation Army, a corporation under the Laws of the State of New York, to The Salvation Army, a corporation under the Laws of the State of Georgia, WITNESSETH:

That The Salvation Army, a corporation under the Laws of the State of New York, pursuant to the power and authority in it vested by Resolution of its Board of Trustees this day passed, and in consideration of the sum of One Dollar and other good and valuable considerations, and in furtherance of the executive control and supervision of The Salvation Army throughout the United States, effective in it about the year 1927; does hereby assign, set over, transfer, convey, quit-claim and release unto The Salvation Army, a corporation under the Laws of the State of Georgia, all right, title, interest or claim that it ever had, now has, or ever will have to any of the estate and property of which the said Walter H. Hart, late of the City of Annapolis, Anne Arundel County, Maryland, died seized and possessed.

Filed Oct 13/39

TO HAVE AND TO HOLD said estate and property unto and to the use of The Salvation Army, a corporation under the Laws of the State of Georgia, for the uses and purposes set forth in the lastly clause of the Last Will and Testament of said decedent, which said Will has been duly admitted to probate in the Orphans' Court for Anne Arundel County, Maryland, and is now of record in the office of the Register of Wills for said County in Wills, Liber W.M.H. No. 1, folio 192.

IN TESTIMONY WHEREOF, The Salvation Army, a corporation under the Laws of New York, has caused these presents to be signed by DONALD McMILLAN, its VICE PRESIDENT, and its

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corporate seal to be hereunto affixed attested by its SECRETARY.

THE SALVATION ARMY, a corporation under the Laws of New York

Donald McMillan-Vice President

ATTEST:

George Darby - Secretary

STATE OF NEW YORK, COUNTY OF NEW YORK, to-wit:

I HEREBY CERTIFY, that on this 9th day of October, 1939, before me, the subscriber, a Notary Public of the State of New York, in and for the County aforesaid, personally appeared DONALD McMILLAN, Vice President of The Salvation Army, a body corporate of the State of New York, and acknowledged the foregoing instrument to be the act and deed of said corporation.

WITNESS my hand and Notarial seal.

E. M. Uhlenbusch
Notary Public

NOTARY PUBLIC, Kings County,
Kings Co. Clk's. No. 15, Reg. No. 1009
Certificates filed in
N.Y. Co. Clk's. No. 9, Reg. No. 1-U-9
Bronx Co. Clk's. No. 1, Reg. No. 1-U-41
Commission expires March 30, 1941

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

No. 16416

Form 2

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that

E. M. Uhlenbusch

whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 10 day of Oct 1939

Archibald R. Watson
County Clerk and Clerk of the Supreme Court.

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No. 566

THE PEOPLE OF THE STATE OF NEW YORK

BY THE GRACE OF GOD FREE AND INDEPENDENT

LIBER 73 PAGE 206

To all to whom these presents shall come or may concern, GREETING:

Know Ye, That we having examined the records and files in the office of the Clerk of the County of New York and Clerk of the Supreme Court of said State for said County, do find a certain Order, Petition and Affidavit there remaining, in the words and figures following, to wit:

At a Special Term, Part II, of the Supreme Court of the State of New York, held in and for the County of New York, at the County Court House, in the Borough of Manhattan, City of New York, on the 22nd day of June, A.D., 1927.

PRESENT:

HON: George J. Mullan
JUSTICE

IN THE MATTER

-of-

THE APPLICATION OF THE SALVATION ARMY FOR LEAVE TO CONVEY ITS REAL PROPERTY LOCATED IN THE CITY OF ANNAPOLIS, ANNE ARUNDEL COUNTY AND STATE OF MARYLAND.

On reading and filing the Petition of THE SALVATION ARMY, a Corporation duly Incorporated under the Provisions of Chapter 468 of the laws of 1899 of the State of New York, entitled "An Act to provide for the incorporation of THE SALVATION ARMY," having its principal office at 120 - 124 West 14th Street, City, County and State of New York, being duly verified on the 20th day of June, A.D., 1927, By EDWARD J. PARKER Vice-President of THE SALVATION ARMY, and Member of its Board of Trustees, praying the leave of this Court to convey its real property located in the City of Annapolis, Anne Arundel County State of Maryland to THE SALVATION ARMY, a Corporation organized under the laws of the State of Georgia; it appearing

Filed Oct 13/39

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to the satisfaction of the Court that the interests of the said Corporation, THE SALVATION ARMY, will be promoted by the conveyance of the said property, and on motion of Frederick G. Rita Attorney for Petitioner, it is

O R D E R E D: That THE SALVATION ARMY be, and it is hereby granted leave and authority to convey its real property located in the City of Annapolis, County of Anne Arundel, State of Maryland , to THE SALVATION ARMY, a Corporation organized under the laws of the State of Georgia, for the sum of ONE ($1.00) DOLLAR, and other good and valuable considerations: namely, to engage in charitable, educational, missionary, philanthropic and religious work of the character that has been and is being conducted by that branch of the Christian Church known as THE SALVATION ARMY, and to do everything, and to act and carry on every kind of operation necessary and incidental to the maintenance of such beneficial, educational, charitable, missionary, philanthropic and religious work, but that all of such work shall be conducted not for pecuniary profit; said premises being all that lot, piece or parcel of ground situate lying and being in the City of Annapolis, Anne Arundel County, State of Maryland, located on the southeast side of Randall Street fronting thereon twenty (20) feet and having a depth therefrom of about 49½ feet and described as follows:

> Beginning for the same at the Northwest corner of the store house of John H. Thomas on said Randall Street, and running with the line of said Street northeasterly twenty feet;

thence southeasterly with the divisional line between the lot hereby conveyed and th t formerly owned by John Phillips but now owned by George McNemar, about forty nine and one half feet, intersecting with the divisional line between the lot hereby conveyed and the lot formerly belonging to Soloman Phillip's heirs; thence southwesterly twenty seven feet with said divisional line; thence northwesterly nineteen and one half feet; thence northeasterly seven feet; thence northwesterly thirty feet to the point of beginning.

The property described above being used for the religious and charitable work of THE SALVATION ARMY, a Corporation existing under the laws of the State of New York, and to be conveyed to THE SALVATION ARMY, a Corporation existing under the Laws of the State of Georgia, to be used for purposes as aforesaid.

Enter

A. J. M.

J. S. C.

SUPREME COURT - NEW YORK COUNTY.

IN THE MATTER

-of-

THE APPLICATION OF THE SALVATION ARMY FOR LEAVE TO CONVEY ITS REAL PROPERTY LOCATED IN THE CITY OF ANNAPOLIS, ANNE ARUNDEL COUNTY AND STATE OF MARYLAND.

TO THE SUPREME COURT OF THE STATE OF NEW YORK:

The Petition of THE SALVATION ARMY respectfully shows as follows:

1. That the name of the said Corporation is THE SALVATION ARMY, and the names of its Trustees and principal officers and their places of residence are as follows:

OFFICERS	RESIDENCES
EVANGELINE C. BOOTH, Commander Trustee and President of its Board of Trustees	120 West 14th Street, New York City
RICHARD E. HOLZ, Trustee and Vice-President of its Board of Trustees	104 Embury Ave. Ocean Grove, N. J.
EDWARD J. PARTER, Vice-Pres. & Trustee	354 Egmont Ave., Mt. Vernon N.Y.
G. S. REINHARDSEN, Treasurer and Trustee	5 Claremont Avenue, Mt. Vernon, N.Y.
Arthur T. Brewer, Trustee	184 No. Columbus Ave., Mt. Vernon, N. Y.
~~Walter E. Jenkins~~, Trustee	~~34 Melrose Ave., Mt. Vernon, N.Y.~~

2. That the said Corporation, THE SALVATION ARMY, is a religious and charitable Corporation, duly Incorporated under the Provisions of Chapter 468 of the Laws of 1899, of the State of New York entitled "An Act to provide for the Incorporation of THE SALVATION ARMY," which became a Law on April 28th, 1899 with the approval of the Governor and under which Law the Certificate of Incorporation of the said Corporation, THE SALVATION ARMY, was duly filed and recorded in the Office of the Secretary of State of the State of New York, on the 12th day of May, A.D., 1899.

The objects and purposes of its Incorporation, as stated in its said Certificate and as set forth in said Act of Legislature are as follows:

> Said Corporation shall have power to establish and maintain, as a part of its regular church or charitable work, places for religious meetings, homes for the training of its Officers, lodging shelters for the poor and subject to the written approval of the State Board of Charities when established in the State of New York, places of rest and recuperation for the sick and convalescent, homes for the rescue of fallen women, hospitals, children's homes and homes for the aged poor of its membership or congregation and for the public generally.

And also:

> Section 7: Sale and Mortgage of the real property of THE SALVATION ARMY. The Salvation Army, Incorporated under the Provisions of this Act, shall not sell or Mortgage any of its real property, without applying for and obtaining leave therefor, pursuant to the provisions of the Code of Civil Procedure.

3. That the said Corporation is the Owner of land and premises in the City of Annapolis, Anne Arundel County, State of Maryland , hereinafter more fully described, which The Salvation Army prays leave to convey.

4. Your Petitioner further states that its interest will be promoted by the conveying of the said real property for the following reasons:

> That the said The Salvation Army, a Corporation under the Laws of the State of New York, has existing throughout the various parts of the United States, as a part of its religious or charitable work, places for religious meetings, lodging shelters for the poor, homes for the rescue of fallen women, hospitals and other work which is conducted as a part of its regular religious or charitable work, for the carrying on of which, it owns property of considerable value throughout the various States of the United States;
>
> That the work of supervision of the various branches of The Salvation Army, due to its many activities, and its enlarged growth, has become increasingly complex and demands changes in its executive system which intend to and do centralize the executive authority for the supervision and direction of its religious and philanthropic activities in Four centers throughout the United States; namely, New York City, Chicago, San Francisco and Atlanta.
>
> That in order to give more efficient and direct supervision over the business affairs, including the property holdings of the Corporation, it has been deemed expedient to Incorporate the work of The Salvation Army in the State of Illinois, for the purpose of holding the property throughout the central States of the United States and for the incorporation of a separate body in the State of California for the purpose of holding the real property in the Western and Pacific Coast states of the United States; and also for the incorporation of a separate body in the State of Georgia for the purpose of holding the real property of this religious and charitable organization in the Southern States of the United States.

That pursuant to these plans for the distribution of executive authority, it becomes necessary and desirable for the property in the Southern States of the United States, now held by The Salvation Army, a New York Corporation, to be conveyed to The Salvation Army, a Corporation under the Laws of the State of Georgia.

5. That the conveying of the said premises has been authorized by the concurring vote of at least two-thirds of the whole of the Board of Trustees of the Salvation Army, a Corporation duly incorporated under the Laws of the State of New York, at a Meeting thereof, duly called and held on the 31st day of May, 1927, a copy of the Resolution granting such authority being as follows:

"WHEREAS: The Salvation Army, a Corporation Incorporated under the Laws of the State of New York, is the owner of property located in the City of Annapolis, Anne Arundel County, State of Maryland, bounded and described as follows:

All that lot, piece or parcel of ground situate, lying and being in the City of Annapolis, Anne Arundel County, State of Maryland, located on the southeast side of Randall Street fronting thereon twenty (20) feet and having a depth therefrom of about forty-nine and one-half (49½) feet and described as follows:-

Beginning for the same at the Northwest corner of the store house of John H. Thomas on said Randall Street, and running with the line of said Street Northeasterly twenty feet; thence southeasterly with the divisional line between the lot hereby conveyed and that formerly owned by John Phillips but now owned by George McNemar, about forty nine and one half feet, intersecting with the divisional line between the lot hereby conveyed and the lot formerly belonging to Soloman Phillip's heirs; thence southwesterly twenty seven feet with said divisional line; thence northwesterly nineteen and one half feet; thence northeasterly seven feet; thence northwesterly thirty feet to the point of beginning.

"WHEREAS: The Salvation Army, a Corporation duly Incorporated under the Laws of the State of New York, maintains and operates a religious and charitable work in the City of Annapolis, County of Anne Arundel, State of Maryland, which religious and charitable work has now been incorporated under the Laws of the State of Georgia for the purpose of maintaining and carrying on the religious and charitable purposes of The Salvation Army, a Corporation Incorporated under the Laws of the State of New York, in the State of Maryland ; and

"WHEREAS: It is deemed necessary and to be for the best interests of The Salvation Army, a Corporation existing under the Laws of the State of New York, to transfer and convey unto The Salvation Army, a Corporation existing under the Laws of the State of Georgia the property owned by it in the City of Annapolis, County of Anne Arundel, Maryland in accordance with recent changes in the executive control and supervision of The Salvation Army throughout the United States. THEREFORE BE IT

RESOLVED: That The Salvation Army a Corporation under the Laws of the State of New York transfer and convey the property described herein to The Salvation Army, a Corporation incorporated under the Laws of the State of Georgia, for the sum of ONE ($1.00) DOLLAR, and other valuable considerations; namely, that said Corporation use the said premises or any emoluments or revenues derived therefrom, in the religious, educational, missionary, philanthropic and charitable work of the character that has been and is being conducted by that branch of the Christian Church known as The Salvation Army, and to do everything and to act and to carry on every kind of operation necessary and incidental to the maintenance of such beneficial, educational, charitable, missionary, philanthropic and religious work, but that all of such work shall be conducted not for pecuniary profit, and, WE, the Board of Trustees of The Salvation Army, a Corporation under the Laws of the State of New York, do hereby unanimously agree to conveying the above described land and premises to the Salvation Army, a Corporation organized under the Laws of the State of Georgia, for the purpose hereinbefore mentioned, and authorize one of its

(Seal)

executive officers to execute a proper Deed for the conveyance of the same, with the Seal of the Corporation affixed, for the uses and purposes herein set forth."

6. That the market value of the remaining real property of The Salvation Army is $16,901,334.96; that the cash value of its personal assets is $3,737,178.79; that the total amount of its debts and liabilities is $8,408,038.23; on which payment of $4,014,026.30 is secured by Mortgages on properties of the Petitioner in various localities of the United States.

7. That there are no shareholders, stockholders or members of The Salvation Army, a Corporation incorporated under the Laws of the State of New York, whose consent is required by Law to be first obtained; before its property can be sold.

8. That the interest of no person will be affected by this proceeding for the conveying of the property above described, it appearing by the Resolution hereinbefore set forth, that it is for the best interests of The Salvation Army, a Corporation duly incorporated and existing under the Laws of the State of New York, that the said property be conveyed and that no previous application for this Order has heretofore been made.

W H E R E F O R E: Your Petitioner prays that an Order be granted and entered giving it leave to convey its real property and premises hereinbefore described, on the terms aforesaid, and for the furtherance of its religious and charitable work as

herein set forth.

dated this 20th day of June , A.D., 1927.

THE SALVATION ARMY

Edward J. Parker
[illegible] J. [illegible], Vice-President of the Board of Trustees.

.....
PETITIONER
(Seal)

Frederick G. Rita, Esq.
ATTORNEY FOR PETITIONER
233 Broadway, New York City.

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

EDWARD J. PARKER, being duly sworn, says:

That he is the Vice-President of the Board of Trustees of The Salvation Army, the Corporation herein referred to as the Petitioner (a Domestic Corporation) that he has read the foregoing Petition and knows the contents thereof, that the same is true of his own knowledge except the matters therein stated to be alleged upon information and belief and as to those matters he believes it to be true. That the reason why this verification is made by deponent and not by Petitioner is that Petitioner is a domestic Corporation and deponent is an Officer thereof, to wit: its Vice-President.

Edward J. Parker

Subscribed and sworn to before me this 20th day of June, A.D., 1927.

H. C. Alexander
Notary Public.
(Seal)

Filed June 28-1927

No. 9287

(COMPARING DESK)

LIBER 73 PAGE 218

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

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, Do HEREBY CERTIFY, That I have compared the preceding with the original

Order, Petition and Affidavit

on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

Filed June 28, 1927

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 28th day of July, 193..

Archibald R. Watson

County Clerk and Clerk of the Supreme Court, New York County.

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No. C 566

All of which we have caused by these presents to be exemplified and the Seal of our said Supreme Court to be hereunto affixed.

Witness, Hon. AARON J. LEVY a Justice of the Supreme Court of the State of New York for the County of New York, the 3rd day of October in the year of our Lord one thousand nine hundred and 39, and of our independence the one hundred and 64

Archibald R. Watson

Clerk.

I, AARON J. LEVY

a Justice presiding at a Special Term of the Supreme Court of the State of New York for the County of New York, do hereby certify that Archibald R. Watson whose name is affixed to the preceding exemplification, is the Clerk of the said County of New York, and Clerk of said Supreme Court for said County duly appointed and sworn, and that full faith and credit are due to his official acts. I further certify that the Seal affixed to the exemplification is the seal of our said Supreme Court, and that the attestation thereof is in due form.

Dated, New York, October 3rd 1939

Aaron J. Levy

Justice of the Supreme Court of the State of New York

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

I, Archibald R. Watson Clerk of the Supreme Court of said State in and for the County of New York, do hereby certify that Hon. AARON J. LEVY whose name is subscribed to the preceding certificate, is a Justice presiding at a Special Term of the Supreme Court of said State in and for the County of New York, duly elected and sworn, and that the signature of said Justice to said certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 3rd day of October 1939.

Archibald R. Watson

Clerk.

LIBER 73 PAG. 219

Linwood L. Clark, plaintiff	:	No. 7782 Equity
	:	In the Circuit Court
vs.	:	for
	:	Anne Arundel County,
Mercantile Trust Company, a body corporate, executor, etc.	:	In Equity.
	:	
Defendants.	:	

To The Honorable The Judge of said Court:

Your petitioner, Linwood L. Clark, respectfully represents.

1. That in interpreting item 14 of the Hart will this Honorable Court has construed it to have conferred upon your petitioner the status of "testimentary coadjutor or supervisor" with "a function similar to that of a special representtative or agent of the testator, etc."

2. That his duties are limited to observation and complaint to this Honorable Court under such facts and circumstances as indicated in its opinion filed August 14, 1939.

3. That in pursuance of said testamentary status, your petitioner early determined that a construction of said will would, for several obvious reasons, be necessary, if and when said will was validated; that to "see said will was faithfully carried out" was impossible, until this construction could be had.

4. That while your petitioner was still on the Bench he learned of a contemplated agreement involving one of the questions needing construction, and he therefore conceived it advisable to intervene in the caveat case to learn what was going on; that he sought and had an interview with opposing Counsel who denied him any information and disputed in catagorical terms his right to complain or intervene for any purpose; that this right was first upheld in the Orphans Court after formal hearing.

5. That your petitioner made several attempts to convince counsel for the Executor of the necessity of the construction of the will, and he informed the Executor that it was his duty to seek construction if the Executor did not do so. The only and repeated response was that the will was too clear to need construction; and that although The Salvation Army, a body corporate of Georgia, was not expressly mentioned, it was nevertheless the absolute donee of the residuary estate, without restriction or limitation, and that the subsequent "desire" of the testator was only the expression of a wish which was not mandatory, and which The Army might or might not follow. Therefore, your petitioner respectfully asserts that had it not been for his complaint to this Honorable Court, the testator's intent to restrict said fund to local Charitable Uses as designated by him, would have been defeated.

Filed Nov. 16 1939

6. That your petitioner, in due course filed his bill for construction with special reference to the following questions:

A. Does the "Lastly" item create a Charitable Trust?
B. Is the intended legatee and devisee of the residuary estate, the Annapolis Branch of The Salvation Army. If so, must a trustee be appointed to take title?
C. Is The Salvation Army of Georgia the legatee and devisee intended. If so, what is the nature and extent of the interest acquired; is it absolute or restricted to Charitable Uses named in the will?
D. Did the parties to the "compromise contract" have the exclusive right to execute same non-constat the public interest in the will, in the absence of Court authority or approval?
E. Was the administration of the estate and trust of such a character that the Orphans' Court was not adequate to further administer same?

7. That the Executor demurred to this bill for construction, still holding to its opinion, that item 14 of the will had no meaning except as a bequest, that the testator's "desire" as expressed in the "Lastly" clause was not mandatory, and that there was no need of a construction of said will.

8. That this Honorable Court heard the parties in open Court, and in its opinion on demurrer filed August 14, 1939, said (p. 13): "With such matters brought to the attention of the chancellor, it is evident that the complainant and legatee is well within the request of the testator that he see that the testator's 'last will and testament is faithfully carried out with justice to everyone.' The prime necessity of a construction of the will is clearly indicated by the argument at bar and those in writing submitted by the counsel for the respective parties. The variety and importance of the questions raised and the evident inadequacy of the Orphans' Court's jurisdiction are implicit in all the contentions of the respective parties."

9. That notwithstanding the Executor's answer as to its "intention," it has from the beginning, among other things, maintained the following views:

(a) That the testamentary purposes and uses, being introduced by the term "desire" was not mandatory on the residuary legatee.
(b) That there was no need of either a construction of the will, or its further administration under the supervision of the Equity Court.

10. That this Honorable Court has finally determined The Salvation Army, a body corporate of Georgia, to be the legatee, but that said legacy is marked and dedicated to the specific charitable purposes and uses named in the will, and, therefore, cannot be used for general Salvation Army purposes as if unrestricted. This, in a large measure, effectuates the testator's intention, if The Salvation Army will use said fund to augment present benefits to the poor and needy here, and will not use same as a substitute for the present or normal Army budget.

WHEREFORE, not being able to persuade the Executor to seek a construction of said will, so obviously necessary; or to persuade it that the gift, to whomsoever made, was restricted

to the charitable purposes and uses named in the will, your petitioner was required to perform these services in a complaint to this Honorable Court, filed over a year ago, and since pursued with all possible speed and energy. For these services and accomplishments your petitioner respectfully asks that a reasonable allowance be made to him out of the estate, on the authority of Williams on Executors, cited with apparent approval in this Honorable Court's Opinion on the demurrer (p.9) as follows: "The co-adjutor or over-seer, has no power to administer or intermeddle otherwise than as to counsel, persuade and advise; and if that fail to remedy negligence or miscarrying in the executors, he may complain to the court, and his charges in so doing ought to be allowed out of the testator's estate." Powell v. Stratford, 3 Phil. 118; In the Goods of Brown, 2 P.D. 110; Grant v. Leslie, 3 Phillim, 116; Lynch V. Bellew, 3 Phillim, 424.

Linwood L. Clark

Linwood L. Clark

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

TO WIT:

This is to certify that before me, a Notary Public for State of Maryland in and for Anne Arundel County, this 16 day of November, 1939, personally appeared Linwood L. Clark and made oath in due form of law that the matters and facts above stated are truth to the best of his knowledge and belief.

REBECCA CLATANOFF NOTARY PUBLIC ANNAPOLIS, MD.

Rebecca Clatanoff

Notary Public

Upon the aforegoing petition it is ordered this 22nd day of November, 1939, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, that the Mercantile Trust Company of Baltimore, executor of Walter H. Hart, deceased and The Salvation Army, a body corporate of Georgia, Constance Hart Harrison and Grace Hart, defendants, show cause on or before the 26th day of December, 1939 why the prayer of the petitioner Linwood L. Clark should not be granted, provided a copy of this petition and order be served on the above named defendants or their respective counsel of record on or before the 4th day of December, 1939.

Francis Neal Parker
C. J.

Filed Nov 22 1939

Linwood L. Clark, Plaintiff. -vs- Mercantile Trust Company of Baltimore, a body corporate, Executor, etc. Defendants.	No. 7782 Equity In the Circuit Court for Anne Arundel County, In Equity.

The parties defendant in the above entitled cause having heretofore filed on December 22, 1939, their answer to the petition of Linwood L. Clark for the allowance of counsel fee, and the said answer being in denial of the propriety and right of said petitioner to such allowance, and issues of fact and of law having been raised by said petition and answer, and the Court deeming it expedient that said issues be heard together, it is thereupon ordered this 19th day of January, 1940, by the Circuit Court for Anne Arundel County, in Equity, that the parties hereto be and they are hereby granted leave to take testimony in support of their respective contentions before one of the standing examiners in equity of this Court in accordance with the rules and practice of this Court, and that, after the return of said testimony duly taken as aforesaid, the said cause stand for hearing at which the Court shall determine all questions of law and of fact relative to the right of said petitioner to a fee, and, if so entitled, to the propriety of the allowance of such a fee and the amount

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thereof, with reference to the testimony on that point taken, and it is hereby further ordered that the taking of testimony by the parties hereto, or any of them, shall not be deemed and taken to be a waiver of any question with respect to the right of the said Linwood L. Clark, petitioner, to compensation, but that said question, if made, shall be heard and determined separately and on its merits and as though no testimony had been taken with respect to the proper amount of such fee, if the said Clark be held to be so entitled.

It is further directed that a copy of this order be served on all the parties or their respective counsel of record.

Francis Neal Parker
Chief Judge

Filed January 20th. 1940.

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	
VS.	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor, etc.	:	FOR ANNE ARUNDEL COUNTY
Defendants.	:	No. 7782 - Equity.

- - - - - - -

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of the Defendants to the petition of Linwood L. Clark for an allowance out of the Estate of Walter H. Hart, deceased, and to the Order Nisi thereon dated November 22, 1939, respectfully shows:

That the application of the said Linwood L. Clark for an allowance out of the Estate of Walter H. Hart, Deceased, should be denied for the following reasons:

FIRST: Because the prayer for relief in said application is based upon the assumption that the petitioner has caused to be remedied negligence or miscarrying on the part of the executor, and the executor has neither been negligent in the management of said estate nor has it miscarried in the performance of any of its duties.

SECOND: Because the course pursued by the plaintiff, as evidenced by the prayers for relief in the original bill, the amended bill, and the petition to which this answer is a reply and by his argument in court, has indicated an unbecoming desire for a pecuniary interest in the estate; because the petitioner has previously been rewarded for any services rendered to the estate in the contemplation of the testator. The petitioner has received the legacy bequeathed to him by the 14th paragraph of the will. It is upon the 14th paragraph that the position of the plaintiff is predicated and the said 14th paragraph provides for both the status of the plaintiff and for his reward and is as follows:

"FOURTEENTH: I give and bequeath my nine stone diamond stick pin, cluster, set in red gold, to Judge Linwood L. Clark, as a token of remembrance, requesting him to see that this, my Last Will and Testament is faithfully carried out, with justice to everyone."

Filed Dec. 22, 1939.

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THIRD: Because the action of the plaintiff has caused an expensive delay in the administration of the estate due to the inability of the executor to have the tax liability of the estate determined while the action of the plaintiff was pending.

And your respondents having fully answered said petition, ask to be hence dismissed with their proper costs.

Venable, Baetjer & Howard
Solicitors for Mercantile Trust Company of Baltimore, Executor

Carlyle Barton
Richard R. Tippett
Solicitors for Constance Harrison, nee Constance Hart, and Grace Hart.

Robert J. MacGregor
Solicitor for the Salvation Army, a body corporate of the State of Georgia.

LINWOOD L. CLARK, vs. THE MERCANTILE TRUST COMPANY OF BALTIMORE, EXECUTOR OF WALTER H. HART, DECEASED, AND OTHERS.	NO. 7782 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, SITTING AS A COURT OF EQUITY.

Filed Jan. 8, 1940

****

Mr. Clerk:

Please enter an appeal from the decree in the above entitled matter, filed November 9, 1939.

Ginsberg and Ginsberg

Attorneys for Complainant

LINWOOD L. CLARK	:	IN THE
- vs -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor, etc.	:	OF
	:	ANNE ARUNDEL COUNTY No. 7782 Equity

.....

Filed Jany. 9, 1940

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of the Mercantile Trust Company of Baltimore, Executor of the will of Walter H. Hart, deceased, respectfully shows -

1. That comprised within the estate of said decedent was a fee simple lot of ground and premises in the City of Annapolis, Anne Arundel County, Maryland, known as No. 12 Cheston Avenue.

2. That your petitioner pursuant to the power and authority contained in the will of said decedent and subject to the ratification and approval of this Honorable Court; this Court having assumed jurisdiction over said trust by its order dated November 9, 1939, has made sale of said property at and for the price of three thousand dollars, of which three hundred dollars has been paid, and the balance is to be paid in cash upon the ratification of this sale by this Honorable Court; all of which will more fully appear from said contract of sale attached hereto as part hereof.

WHEREFORE, your petitioner prays this Honorable Court to ratify said sale.

Venable, Baetjer & Howard
Solicitors

Mercantile Trust Company of Baltimore, Executor
By A. F. Dempsey
TRUST OFFICER

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 5th day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared A. F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing Report are true as therein set forth, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Gordon E. Kellenberger
Notary Public

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 229

This Agreement, Made this 19th day of December, 19 39, between

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor under the will of Walter H. Hart, deceased (hereinafter called "Vendor"),

and Benjamin J. Hyde Jr. and Virginia Reich Hyde, his wife (hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in Anne Arundel County and known as #12 Cheston Avenue, in the City of Annapolis, Maryland.

at and for the sum of Three thousand - - - - - - - - - - - - - - - - Dollars ($ 3000.00), payable as follows:

$ 300.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

in cash within thirty (30) days from the date of the ratification of this sale by the Orphans Court of Anne Arundel County or any other Court of competent jurisdiction.

Rent, taxes, special paving tax, water rent and sewage and water benefit charges to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Orphans Court of Anne Arundel County or any other Court of competent jurisdiction.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

Executor of Walter H. Hart deceased

By W. W. Lindsey

Assistant Secretary Trust Officer

Test: Benj. Wickhardson Benjamin J. Hyde Jr. (SEAL)

Benj. Wickhardson × Virginia Reich Hyde (SEAL)

× Virginia Reich Hyde

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OFFICE OF

Evening Capital

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. 7782 Equity

Linwood L. Clark
versus
Mercantile Trust Company of Baltimore, a body corporate, Executor, etc.

Ordered by the Circuit Court of Anne Arundel County, in Equity, this 9th day of January, 1940. That the sale of the property mentioned in these proceedings, made and reported by Mercantile Trust Company of Baltimore, Executor of the will of Walter H. Hart, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

10TH DAY OF FEBRUARY, 1940;

Provided, a copy of this order be inserted in some newspaper printed in Anne Arundel County, once in each of three successive weeks before the 10th day of February, 1940.

The report states that the amount of sales to be Three Thousand Dollars.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy.

Test: JOHN H. HOPKINS, 3rd, Clerk.

J-24

Filed Jany 9, 1940

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1940

We hereby certify, that the annexed Order Nisi — Sale — Clark vs. Mercantile Trust Company #7782 Eq.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 10th day of February, 1940. The first insertion being made the 10th day of January, 1940.

THE CAPITAL-GAZETTE PRESS, INC.

By H. L. Stange

No. EC 5202

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LINWOOD L. CLARK	:	IN THE
- vs -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor, etc.	:	~~OF~~ or
	:	ANNE ARUNDEL COUNTY No. 7782 Equity

.....

ORDERED by the Circuit Court of Anne Arundel County, in equity, this 9th day of January 1940, that the sale of the property mentioned in these proceedings, made and reported by Mercantile Trust Company of Baltimore, Executor of the will of Walter H. Hart, deceased, be ratified and confirmed; unless cause to the contrary thereof be shown on or before the 10th day of February, 1940; provided a copy of this order be inserted in some newspaper printed in Anne Arundel County once in each of three successive weeks before the 10th day of February, 1940.

Filed Feb. 17, 1940

The report states the amount of sale to be three thousand dollars.

John H. Hopkins, 3rd. Clerk.

Ordered this 17th day of February, 1940, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, that the aforegoing sale made and reported by the Mercantile Trust Company of Baltimore, executor of the will of Walter H. Hart, deceased, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi passed in this cause.

Francis Neal Parke
Chief Judge

Filed Feb. 19, 1940

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LIBER 73 PAGE 232

LAW OFFICES

LINWOOD L. CLARK
ATTORNEY AND COUNSELLOR AT LAW
NO. 1 MARYLAND HOTEL
ANNAPOLIS, MARYLAND

TELEPHONE 3822

March 15, 1940

Mr. Nayden:

Please forward to Chief Judge Parke at once the following papers in Equity No. 7782, Clark vs. Mercantile Trust Company et. al.:

1. Petition of Linwood L. Clark for compensation. and the answer
2. The order of Judge Parke directing testimony re. this petition.
3. This testimony filed about February 24th.
4. The 2 opinions of C.J. Parke

Yours truly,

Linwood L. Clark

Linwood L. Clark

LLC:C

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Linwood L. Clark,

Plaintiff,

vs.

Mercantile Trust Co.,

et al., Defendants.

No. 7782 Equity.

In the Circuit Court for Anne Arundel County.

Filed Feb. 24, 1940

Testimony on Petition for Fee and Answer.

February 19th, 1940.

PRESENT:-

Mr. Noah Hillman, Solcitor for Petitioner.

Mr. John M. Butler, Solicitor, representing Mercantile Trust Company. and The Salvation Army.

Mr. R.B.Tippett, Jr., representing Constance and Grace Hart.

Mr. Emanuel Klawans, Examiner.

Juliet D. Strahorn, Court Stenographer.

Testimony taken in pursuance of Court Order of January 19th, 1940. (Attached in with Petition for fee).

Witnesses:-

Linwood L. Clark,----------2 to 8----8 to 16

Robert Moss,----------17--------17 to 18

Benjamin Michaelson,---------19--------19 to 20.

Linwood L. Clark, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman.)

1. State your name, addressmand profession?

A. Linwood L. Clark, Attorney-at-Law, Maryland Hotel Building, Annapolis.

2. You are the Plaintiff in the case of Linwood L. Clark against the Mercantile Trust Company, Executor, etc.?

A. Yes.

3. You are the Petitioner in this phase of the case?

A. I am.

4. You have asked for compensation for services rendered in the performance of certain duties under the will of Mr. Hart, is that correct?

A. That's correct.

5. Tell us in your own way and briefly what connection you had with this case and your activities?

A. When Mr. Hart's will was filed I received information that my name was mentioned in the Will and naturally I went to the Orphans Court and read it. I noticed that he had given me a certain stick pin as a token of remembrance, and had also requested me to see that his Will was faithfully carried out. I noticed that he had made the Mercantile Trust Company of Baltimore his Executor. I immediately concluded that what he meant when he requested me to see that his Will was faithfully carried out, while it imposed upon me some duties with respect to carrying out of the Will by the Executor, I was perfectly satisfied that he meant to impose on me certain duties with respect to the administration of the residuary estate. However, the Will seemed to be plain, it never occurred therefor to my mind, at that time, that it would be necessary for me to intervene, I knew the Mercantile Trust Company was competent, and the Will seemed to be so perfectly clear as to his intent with respect to the use or application of the residuary estate that I just went on and almost forgot the Will, paid no attention to it, I was on the Bench at the time. That was early in March, 1937.

There was not anything done in the matter for close on to a year, was absolute silence, except in April, 1937, a caveat was filed. Nothing, however, was done under the caveat for about a year. Then Issues were asked for and about, I think it was about July, 1938, which was fifteen months after the Will was probated, there was an Order of Removal of the Issues to Howard County Court. Not long after that it became known to me that The Salvation Army of Georgia was claiming an unrestricted gift of the residuary estate under this Will. My interest then was immediately aroused because it never occurred to me that such a construction could be put upon the plain terms of the Will. From that point on I watched the developments very closely. About this time, because of this construction which I had heard the Executors agreed to, I consulted Counsel. It seemed that because of this construction differing from what I thought to be the true intent of the Testator, that a Bill for the construction of the Will was in order. Such a Bill was prepared by Mr. Ginsberg and myself jointly. That Bill was not filed, however, because it later occurred to us that the Caveat which was then pending should be disposed of in order to determine whether there really was a valid Will before there was any Bill filed for its construction. I watched developments and on or about October 1st, 1938 it became known that the daughters of Mr. Hart and the Salvation Army with the approval of the Executor, were contemplating a division of the residuary estate or of the whole estate on the theory of an unrestricted gift to the Salvation Army of Georgia. Then I thought it was time for me to intervene. I filed a Petition in the Orphans Court to obtain an Order permitting me to intervene. That Order was signed. Sometime after that when Mr. Butler, representing the Executor, learned of the intervention he wrote me suggesting a conference in Annapolis.

6. You Petitioned the Orphans Court for the right to intervene?

A. Yes.

****I reserve the right to file the Petition for Intervention and the Order allowing it by the Orphans Court,

(When done will be marked Exam. Exh. No. 1)

A few days thereafter I had occasion to be in Baltimore purchasing some furniture and I dropped in to see Mr. Butler for a conference there instead of in Annapolis. At this conference I think the first subject discussed was the right to intervene. I told Mr. Butler that under the 14th Item of the Will I thought it was my duty to intervene because of the developments up to that stage. Mr. Butler took a very positive stand that I had no interest whatever in the estate and under that provision of the Will I had no intervention rights, and he held to that ~~point~~ opinion during the entire conference, and thereafter, through proceedings in this case.
After discussing the question of intervention, Mr. Butler wanted to know what my real purpose was in intervening, and I told him to do just what Mr. Hart requested that I do, see that his Will was faithfully carried out, and his Answer was "well, that's what we are going to do". I said "you are not going to do it, according to my opinion, if you are going to distribute to the Salvation Army of Georgia the residuary legacy without restrictions". I contended that the Will clearly made the poor and needy of Annapolis and Anne Arundel County the ultimate beneficiaries under the Will. Mr. Butler's answer was that that was only an expression of a desire on the part of the testator which was nothing more than a wish, and the Salvation Army could adopt it or reject it just as they chose, it was entirely optional with the donee. I took the position that it was mandatory and not optional,- we discussed that for sometime. I don't recall any detail of just what was said but my mind is perfectly clear, and I don't think Mr. Butler will deny it, that his construction was that the application or use of the residuary fund, whether in Annapolis or elsewhere, under the powers of the Salvation Army Charter, were optional with the Salvation Army, that they took an absolute estate and taking an absolute estate they could do with it as they pleased, within their powers. I recall just about there that the conference grew rather warm. Then the subject of construction of the Will came up, because I told him it was my purpose, if he adhered to his position, to ask for a construction of the Will in order to have a judicial determination of this question, his answer was that the Will

was too plain on its face, it was an absolute un-restricted gift to the Salvation Army, a body corporate, and no need for a construction. I said "how about the terms of the Will, or the exact language of the Will, 'The Annapolis Branch of the Salvation Army, a body corporate'" I suggested the possibility that the real donee might be The Annapolis Branch of the Salvation Army, in which event the Court would probably appoint a Trustee to take. We discussed that subject for quite a while, but I made it very clear to Mr. Butler that my ultimate objective was to keep that fund in Annapolis and Anne Arundel County not have it used for general Salvation Army purposes here or elsewhere. That whether that legacy was to be administered by the Salvation Army or a Trustee was only a question of choice of instrumentalities, the real objective was to keep the estate here as Mr. Hart intended.

7. After that conference what happened?

A. Before we left there Mr. Butler, in view of all we had said, declared it his intention to have this whole question settled by filing a Petition in the Orphans Court asking the Court to rescind its Order,- the Order permitting me to intervene. He added he hoped the Court would rule against him so he could take the matter to the Court of Appeals and have the Court of Appeals determine once and for all whether I had or had not a right to intervene. Soon thereafter he did file a Petition in the Orphans Court asking the Court to rescind its Order permitting me to intervene. I answered it of course and that Petition came up for hearing; testimony was taken at some length, half a dozen or more witnesses examined, and extended argument was had on both sides, and a few days thereafter the Court dismissed the Executor's Petition. The way therefore was opened for the appeal which he threatened to make, but for some reason it was not prosecuted.

*****Reserve the right to file that Petition of the Executors and Answer with the Order dismissing the Executor's Petition as exhibits (when filed will be Exam. Exh. No. 2.)

A few days thereafter when I took the proceedings in the Orphans Court just mentioned over to the Circuit Court to be filed with the papers in the case I found the Issues were still languishing in that Court and had not been sent to the Howard County Court. That was as late as December,

1938, although the Order of Removal, I think, was filed in July. I immediately had the Issues sent over to Howard County as ordered by the Executors.

8. When you spoke of taking the case over to the Circuit Court from the Orphans Court what proceedings are you referring to?

A. The Petition of the Executors or Defendants for an Order rescinding the intervening Order, and the Order of the Orphans Court dismissing that Petition.

When I called attention to the Clerk of the fact that these Issues were still filed in this Court and had not been sent to Howard County Court, the Clerk immediately forwarded the Issues to Howard County, that is my recollection.

9. Were the Issues in the Caveat case sent to Howard county?

A. They were.

10. Were they sent after you went over to see that they should be sent?

A. That's my recollection.

11. Did the Caveat, after that, come on for hearing in Howard county?

A. It did.

12. Tell us what happened?

A. Counsel for the case were in Judge Forsythe's office just prior to the call of the case when a suggestion was made that the Will be validated conditionally because of certain negotiations that were pending between the Salvation Army and the daughters of Mr. Hart, and I opposed any conditional validation and insisted on regular procedure with respect to action on those Issues. Judge Forsythe immediately said there was nothing before him but the Issues and the Issues would have to be tried in the usual way without any conditions or strings tied to them. The Issues were heard, the Executor put, I think, three or four witnesses on the stand, the caveators did not put any witnesses on the stand, the Will was, therefore, duly validated.

13. Were you present and did you take any part in the proceedings in Howard County?

A. I did.

14. What did you do after the validity of the Will was upheld?

A. After that the Executor still opposed a construction of the Will, and I filed the Bill as it was originally drawn while I was still on the Bench, and a few days thereafter a more careful inspection was made of the Will and I prepared an Amended Bill of Complaint. The original Bill was prepared chiefly by Mr. Ginsberg, the Amended Bill was prepared and filed by me, Mr. Ginsberg adjoining.

15. Was the original one ever filed?

A. That was filed, but the case proceeded under the Amended Bill, and the original Bill dropped.

16. What did the Executor do when the Amended Bill was filed?

A. The Executor demurred, giving substantially the same reasons against my intervention that he gave at the conference of which I have related.

17. You mean the Executor gave the reasons that Mr. Butler gave?

A. Yes. The Demurrer came up for hearing, before Judge Parke, and it was argued at great length on both sides, and lengthy Briefs were filed. Judge Parke filed an Opinion probably a month or so later, in which he overruled the Demurrer and required the Defendants to Answer. In due course the case was heard on Bill and Answer . Testimony was taken on both sides followed by lengthy arguments.

18. How many Court arguments or hearings did you participate in?

A. I appeared in three Courts, the Orphans Court, the Circuit Court for Howard County and the Circuit Court for Anne Arundel County, made three arguments and filed three Briefs. The Briefs, because of the questions involved were lengthy and required a lot of research, and arguments were lengthy.

19. What was the result of the trial before Judge Parke?

****Objection.

****Offered as part of the testimony the Opinion and Decree in the case.

****Objection because the Opinion is already a part of the case, the action of the Court is already reflected by the Court's Opinion which speaks for itself and any construction that Judge Clark may put upon it is inadmissible.

Filed as Exam. Exh. No. 3.

The result of the entire litigation was that my main objective, as stated to Mr. Butler, in our original conference had been accomplished, namely the dedication of the residuary estate under Mr. Hart's will to the specific uses and purposes mentioned in the Will,- in short, the poor and needy of Annapolis and Anne Arundel County were to receive the benefit.

20. How much was involved in this case have you any idea? Have you any idea of the size of the estate?

****Objection.

A. Close to a quarter of a million dollars.

21. What else have you to say regarding your activities in this case in connection with your services rendered?

A. In the Bill of Complaint I think in substance we alleged that the Salvation Army of Georgia had absolutely no connection with the Annapolis Branch of the Salvation Army or words to that effect. The property in Annapolis ~~that~~ had been deeded by Mr. Hart to the Salvation Army of New York . I also made this statement during the argument on the Demurrer. This was after a search of the records by my Secretary. This statement was honestly made in the Bill and was not checked until Mr. Butler when he filed his Answer stopped in my office and convinced me that since the original deed the Army was re-organized, and the Army's property in Annapolis had been transferred by the Salvation Army of New York to the Salvation Army of Georgia.

****Objection because has nothing to do with services, and is a mere self-serving statement and explains to some extent, or attempts to explain a careless search of the land records.

Cross Examination.

(Butler)

1. I see you have new counsel, Mr. Hillman, does Mr. Ginsberg still represent you?

A. Mr. Hillman is representing me at this time.

2. Does Mr. Ginsberg still represent you?

A. I told Mr. Ginsberg we were having this hearing this morning, and he is not here.

3. I would like to get a clear statement from you of what the compensation asked for will be used for, for your own personal services, or services of yourself and counsel?

***Objection.

A. My own [redacted] compensation for services performed by me as coadjutor.

4. We are to contemplate, if Mr. Ginsberg is so minded, a similar petition for fees from him?

A. I don't know what you are going to contemplate.

5. And as similar Petition from Mr. Hillman?

A. No.

6. You are going to take care of Mr. Hillman?

A. Take care of Counsel all through, I employed Mr. Ginsberg to represent me, and Mr. Ginsberg, according to my opinion, has absolutely no right to ask for a fee in a case of this type, I am conducting the case and have from the beginning and Mr. Ginsberg was employed by me as advisor.

7. You will look to his compensation if you are allowed anything in this case?

A. Absolutely.

8. At the time of the early administration you spoke of in your testimony did you not tell me on several occasions that had it not been for the fact you were on the Bench you would have made application for Letters of Administration on this estate?

A. No. I told you that the 14th Item of that Will gave me Executors rights, and if I were not on the Bench and no Executor had been specifically appointed that I would have applied and undoubtedly would have obtained Letters because the duty of an Executor is to see that a Will is specifically carried out.

9. Do you recollect the testimony you gave in the Orphans Court?

A. No I do not?

10. That Answer you just gave has been your consistent position with respect to the question I have asked you?

A. I am sure it has been, because there never has been in my mind any doubt about the fact that the Mercantile Trust Company of Baltimore was very clearly and specifically named as Executor.

****I reserve the right to file the testimony taken in the Orphans Court in this case, with particular reference to Judge Clark's statement as to the application for Executorship.

Will be filed Defendant's Exh. A when brought in.

11. Do you deny now that you told me that had it not been for the fact you were sitting on the Bench you would have made application to the Orphans Court for Letters Testamentary in this estate?

A. If the Testator had not specifically named the Trust Company.

12. Do you or do you not deny that?

A. I have fully answered that. I categorically deny that I said at any time that it was my purpose, or rather that I would have applied for Letters had I not been on the Bench at the time, and if the testimony taken in the Orphans Court is to the contrary, that testimony is wrong. Testimony in that case was taken by a private stenographer in Mr. Woelfel's office, who was Counsel associated with you in this matter. The testimony was so incomplete, so inaccurate, that when the question of appeal by you was considered you told me the reason you did not take it was that the testimony had been incorrectly reported, and I am inclined to think you are right. If that testimony puts me in the position of saying what you just intimated then it was wrongfully reported.

13. Did you not also tell me the reason you did not apply was because you were in Florida? ****Objection.

A. No. I said I was in Florida when the Will was probated. Any Lawyer who would read that Will and come to the conclusion that the Mercantile Trust Company was not Executor had better resign and go out with a pick and shovel.

****Motion to strike from the record.

14. This first Bill of Complaint you prepared, without any connection with Mr. Ginsberg, was while you were on the Bench?

A. Yes.

15. What was the idea of going so far ahead before you had any conference with me, before you knew anything about what our position was, what was the idea going ahead to prepare a Bill of Complaint?

A. That was not prepared until it became known to me that the Salvation Army of Georgia was claiming an un-restricted gift.

16. How could you know that if you had not talked to any of us, who told you that?

A. I can't recall definitely now just where I got that information, I don't know just where I got it, but it seems to me it was in connection with some inquiry either in the Orphans Court or elsewhere as to the cause of all the delay in the case.

17. Of whom did you make inquiry?

A. I can't recall.

18. On that sort of inquiry and on the answer you got in reply to that inquiry you formed a Bill of Complaint while sitting Judge in this Circuit Court to bring the Mercantile Trust Company into Court, is that true?

A. A Bill of Complaint asking the Court to assume further administration of the estate and construe the Will.

19. You did that?

A. Oh yes.

20. You did it on the information you then had?

A. Information that the Salvation Army of Georgia was claiming an un-restricted gift, with the approval of the Executor.

21. You had not talked with the Salvation Army of Georgia or with the Executor?

A. I cannot recall where that information came from but I learned it on good authority.

(By Mr. Hillman) Did you allege it in the Bill? A. Yes, I did know that was their attitude and the Bill was based on that information.

(Butler)

22. This conference you speak of as having with me, was not my attitude from the very first that you were an interloper and had nothing to do with this case?

A. Yes, I think you put it probably a little stronger, interloper, intruder, trespasser, etc.

23. And did I not at the time pay little attention to anything you had to do or say?

A. Yes. You not only paid no attention you antagonized every suggestion I made including your duty to ask for a construction of the Will.

24. And ridiculed some of them?

A. Yes, and still do, notwithstanding Judge Parke's Opinion.

25. You think any opinions or anything given by me in that mood would be something you could rely on?

A. I thought I could rely on what Mr. Butler was saying. I did not know whether you were going to put me out of the office or not.

26. I have not the clear cut recollection of that conversation you had, and I don't remember it was long, I don't remember being in the office over three or four minutes?

A. I was there for an hour and a half, I don't remember,- we discussed the 14th Item, and we discussed latter item and a number of subjects. My testimony is substantially correct, I have made no notes of what was said or done but I know we discussed the question of intervention under the 14th Item, and the question of need of construction, and the question, I remember quite a good deal based on the word "desire" in the Will.

27. You said the Issues were languishing in the Court and you spoke as though you did not know why,- why were they languishing, do you know?

A. I do not.

28. As a matter of fact there was a misunderstanding about the payment of the Bill, the Clerk said we had not paid the bill, and as a matter of fact we had, and that's why he had not sent the Issues up. I did not ask you that very question in the Orphans Court,- that the costs had not been paid and we did not discuss it then?

A. There was nothing said in the Orphans Court and I was surprised when I found they were still in the Circuit Court.

29. I did not sit there and talk to you fifteen minutes and went over with you and told the Clerk the Bill had been paid six months before, and the Issues had not been sent up?

A. What I referred to was what occurred two or three days after.

30. At the time you gave evidence in this case you knew that was the fact? At the time you testified this morning in what appeared to be a very innocent vein you knew the case had not gone up because of a mistake of the Clerk, he thought he had not been paid, when as a matter of fact he had?

A. No, I knew nothing about that.

31. You never heard about it until this minute?

A. I don't recall any conversation about why those Issues had not been sent.

32. Did you or did you not agree at the time testimony was taken in the Orphans Court you would be bound by the transcript of the record as it appeared?

A. I think there was an agreement she would take the testimony?

33. I asked you a question and I want an answer?

A. I have answered it.

34. Did you or did you not agree with me that the testimony as taken and transcribed by Mr. Woelfel's Secretary would constitute the testimony in the case before the Orphans Court?

A. I think that is substantially my answer, that I agreed she would take the testimony.

35. And you would be bound by it?

A. I think that follows.

36. Then why do you impute it this morning?

A. Chiefly for the reason you yourself, gave---I want to add concerning your comment on the record of that day by saying I had occasion to refer to that record in preparing a Petition in the Orphans Court, which I think was not filed because of the fact the appeal was not prosecuted. That Petition called attention to the inaccuracies in the reported testimony. I prepared it to file in the event you prosecuted an appeal,- it was not filed.

****Motion to strike out.

(By Mr. Tippett)

37. One of the main purposes of your intervention in this case was to upset the settlement between the Salvation Army and the daughters, was it not?

A. I recall that one of mympurposes was to contest the validity of any

such an agreement.

38. You were unsuccessful in that purpose were you not?

A. The record speaks for itself on that.

39. You have taken an appeal on that point have you not?

A. Yes, because that was not a question, ~~only~~ or an Issue in the construction of the Will and was only referred to in the proceedings we have as an unrestricted gift, interpretation was placed by both parties on the residuary clause.

40. You argued the validity of the ~~statement~~ settlement before the Court?

A. In my Brief it was referred to simply as evidence of the interpretation that was being put on the Will, namely, the unrestricted gift, the proposed agreement,as I understood it, was based on that unrestricted gift theory. I had some difficulty in determining just what to do in that matter whether to accept it or enter an appeal. The time was about to expire before I had come to any definite conclusion and an appeal was entered in order to save my rights should I come later to a definite conclusion as to what to do.

41. You wrote to Judge Parke saying the reason you were taking an appeal was because of the decision in reference to the validity of the settlement?

A. My recollection of my letter to Judge Parke was that I had difficulty in determining just what to do in respect to the appeal, and I had filed an appeal with reference to the validity of that so-called compromise.

42. All of the information you received of the construction placed on the Will by the Salvation Army came from Mr. Butler, did it not?

A. No.

43. From whom else did you get information?

A. Mr. Butler questioned me on that, I am unable to recall just how that knowledge came to me, but it was on good authority, and the original Bill was prepared on that basis, but still nothing was done because I finally concluded the Will should first be validated, but before the Issues were heard this agreement which was an independent matter came to my attention and it was then I thought it time to intervene.

44. You did not talk with any officers or any representatives of the Salvation Army in reference to the construction placed on this gift,prior to the filing of your Bill, by the Salvation Army, did you?

A. I definitely did, the conference in Mr. Butler's office was long before that.

45. Mr. Butler was only individual you recall discussing that subject with?

A. No, before I talked to Mr. Butler, I called,---there was no counsel in the case at that time that I knew,- and I called the Mercantile Trust Company, a Mr. Dempsey.

46. Did you ever talk with any officers or representatives of the Salvation Army about this matter?

A. Yes.

47. Who were they?

A. Mr. Butler.

(By Mr. Butler) further questioning the witness,-

48. The reason I said a little while ago some of your suggestions were met with laughter and ridicule on my part, I never represented the Salvation Army at that time, had nothing to do with them, and you came in and talked to me about the wildest sort of things and I just laughed at them. The first representation I had of the Salvation Army was about the time of the Petition in the Orphans Court, I think that was the first time we had any representation of them, I may be wrong. I think at the time I talked to you, you had no right to rely on anything I said about the Salvation Army and had really no right to rely on anything I said about anything in connection with the case because I did not consider you were in it and you had no reason to believe I had anything to do with the Salvation Army, I don't think you were in my office over five minutes.

A. I came to see you in response to a letter from you asking for a conference, and when I saw you in your office you immediately took a position,--

49. Where is my letter? I told you you should get out of the case, you had no business in it,-

A. I started to put that in my answer and you would not allow me to do it, what you said in addition to asking for a conference,-

50. As a result of all you have been through in this case, isnit not a fact the Court has construed the Will to mean that the money shall be spent of this estate in Anne Arundel County exclusively?

A. Absolutely.

51. That is what you wanted it to do?

A. That was my main objective.

52. Was that opposed by the parties on the other side?

A. It certainly was.

(Mr. Tippett) further cross examination of the witness.

53. It was by what parties?

A. By the Defendants.

54. Name the Defendants who opposed that construction?

A. I did not personally communicate with the Defendants but I did with Counsel, and your father who made a speech at the hearing on the Demurrer specifically used this language,- " the Salvation Army takes an absolute unrestricted estate under this Will, and as absolute grantee can do with it anything it pleases."

55. Did the Salvation Army, or any representative of the Army, say to you at any time they were going to take this money out of Anne Arundel County ?

A. The Attorneys, as I have already stated, said they could do as they pleased with it under Charter powers.

56. What Attorney representing the Salvation Army said they were going to take this money out of Anne Arundel County?

A. Not that they were going to take it out of Anne Arundel County, but it was optional with them to do it or not, it was optional to use it as they saw fit, here or anywhere.

57. What Attorney representing the Salvation Army told you the word "desire" made it optional?

(No answer)

58. Mr. Butler, in your opinion, represented the Salvation Army?

A. He was talking for them and distinctly told me.

Robert Moss, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman.)

1. State your name and address?

A. Robert Moss, Attorney-at-Law, Annapolis, Md.

2. You have been Judge of the Circuit Court for Anne Arundel County?

A. Yes, fifteen years and three months.

(Identity admitted by Counsel)

3. You are now a practicing lawyer?

A. I am trying to practice law.

4. You have heard the testimony taken this morning and you might be otherwise familiar with this case, what, in your opinion, would be a fair compensation to Judge Clark in this matter?

A. That is difficult to tell. If Judge Clark, as I read the Will, was asked to look after it, and if he was familiar with what he had to do, assuming that money was in Anne Arundel County, he could not leave it to the Salvation Army, he would have to, himself, determine what was a proper amount in spending it tp make it last, and all that. He would have to take a canvass of the needy people in Anne Arundel County, in my judgment, if he did it, it would be worth in my opinion between $3,000 and $3,500.

Cross Examination.

(Tippett)

1. Are you familiar with the amount of work done by Judge Clerk on this case?

A. He has not done any yet except in the papers, I am not familiar with that. I am speaking of no work he can do, in my judgment, can make his position under the Will different from what it is. You want to know why your client made that provision for Judge Clark, I can tell you,- he knew, or thought, he would not have to pay anything.

2. He thought he would not have to pay him for whatever services he rendered in connection with the case?

A. Yes.

3. You knew the deceased very well, did you not?

A. I knew him as far as anybody could know him.

Re-Direct.

(Hillman.)

1. You heard Judge Clark's testimony this morning did you not?

A. Yes.

2. You heard him testify what he thought his duties were under the Will?

A. Yes.

3. And what he proceeded to do?

A. Yes.

4. Did you base the compensation you mentioned in any part on what Judge Clark testified he did?

A. No. I based that, that would be a proper fee according to the law of wills in the State of Maryland, which means lawyers take it all if they can get it,- Courts don't much interfere with them. That Judge Clerk if he undertook what he thought his duties in the Will were he would have to make a canvass, a study of the poor people of Anne Arundel County, and God knows we have enough of them. Places like the Naval Academy, and State and County, we have 5,000 people who won't work, unless they got a job there.

5. Do you think that Judge Clark is entitled to any compensation for the work he testified he has done?

A. I should say,- but I am uncertain about that for the reason that the Court concluded its decision as to the matter,XXXX

6. Judge Parke has decided Judge Clark is not an interloper but he had a position in this matter of coadjutor to see that the provisions of the Will were carried out, taking that into consideration and all the testimony you have heard this morning, what, in your opinion, is a fair compensation?

A. I said at this time $3,000 or $3,500, the way I see them charging in Will cases, but that does not mean for all he has to do.

7. You mean if he did what you suggested and made a canvass of the people of Anne Arundel County he would still be entitled to more?

A. Yes, if the Court allowed it to him.

Robert Moss

Benjamin Michaelson, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman.)

1. State your name, residence and profession?

A. Benjamin Michaelson, Annapolis, Md., Attorney-at-Law.

2. How many years have you practiced law?

A. Nearly eighteen years.

3. Have you heard the testimony this morning?

A. Yes.

4. Have you had occasion to review the proceedings in this case?

A. I have.

5. For what reason?

A. I examined the title to a piece of property which the Hart estate is selling to a client of mine, I examined the proceedings through the Orphans Court and also proceedings in the Circuit Court, I read Judge Parke's opinion and I know pretty well what the papers are, and purport and scope.

6. In your opinion, in consideration of all these facts, what would be a fair compensation to Judge Clark for services rendered at this time?

A. Basing it on my experience and having knowledge of compensation charged in cases of similar importance, I would say a fair compensation to Judge Clark for the services rendered would be between $2,500 and $3,000.

Cross Examination.

(Tippett)

1. Assuming that the Salvation Army had intended to use whatever came to it out of this estate for the benefit of the poor and needy of Anne Arundel County from the beginning, and keeping in mind the fact that the Court has upheld the settlement with the daughters, and the fact that Judge Clark has taken an appeal from that ruling, what, in your opinion, then would be the value of the services rendered by Judge Clark today?

****Objection.

A. The assumption is based on a situation that the testimony does not indicate existed.

2. Assuming those facts,- Assuming that the interests of the poor and needy were to be carried out in accordance with the provisions of Mr. Hart's Will, and assuming also that Judge Clark would have been in a position to carry out the desires as expressed in the Will withoutmintervention, then his compensation would be such that any court supervising his duties under the Will would allow him.

(No answer)

3. Do you refuse to answer my question?

A. The Answer I have given is as consistent as I can give under the circumstances. I cannot assume that that situation would have existed because of the testimony I have heard this morning.

4. Have you read the testimony in the previous hearings in this case?

A. I have read some of the testimony,- I don't recall it.

5. You have not read all of it?n

A. No, I have read the Court's opinion very carefully, which was based I presume on the testimony and the law.

6. I am justified in having an answer to that question because they are the facts as we construe them?

A. I cannot assume it, I have heard statements to the contrary that Mr. Butler made, and Mr. Clark made, and certainly cannot assume everything was calm and peaceful.

7. If the Court finds these facts don't exist it will disregard any answer you give to those questions?

A. That's a matter of argument. I can try to answer. May be this answer will come closer to what you have in mind. If there were no controversy about the entire situation, no need for Mr. Clark to do anything, or not necessary for him to do anything to protect the poor and needy or see that Hart's Will was carried out, he would not have had any services to render, and, therefore, not having any to render he would not expect any compensation prior to any duties he might have had to perform under the Will.

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

A. No.

Benj. Winchester

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

Witness my hand and seal this 24th day of February, 1940.

Emanuel H Lawrence (Seal)
Examiner.

All parties to this cause having stated by their solicitor that they do not desire to take any further testimony or evidence the testimony is now closed this 13th day of March, 1940

Emanuel H Lawrence
examiner.

RICHARD B. TIPPETT
J. ROYALL TIPPETT
R. EDGAR TIPPETT
RICHARD B. TIPPETT, JR.
J. ROYALL TIPPETT, JR.

RICHARD B. TIPPETT & SONS
ATTORNEYS AT LAW
1106 MERCANTILE TRUST BUILDING
BALTIMORE, MD.

TELEPHONE PLAZA 3744

March 12th, 1940.

Emanuel Klawans, Esquire,
19½ West Street,
Annapolis, Maryland.

Re: Linwood L. Clark v. Mercantile Trust Co. et al. No. 7782 Equity in the Circuit Court for Anne Arundel County. Testimony on Petition for Fee.

Filed March 13th 1940

Dear Mr. Klawans:

Pursuant to our telephone conversation of last Saturday, I beg to advise that after consultation with the attorneys for the Executor, we have decided that we shall not take any testimony in connection with the above matter.

Very truly yours,

J. Royall Tippett, Jr.

J. Royall Tippett, Jr.

JRT,Jr;l

LINWOOD L. CLARK	:	No. 7782
VS.	:	IN EQUITY
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor of the Estate of Walter H. Hart, Deceased, CONSTANCE HARRISON (nee Hart), GRACE HART, and THE SALVATION ARMY, a body corporate of the State of Georgia.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

- - - - - - - -

TO THE HONORABLE F. NEAL PARKE, JUDGE OF SAID COURT:

Filed March 23, 1940

Your Petitioners, Mercantile Trust Company of Baltimore, a body corporate, Executor of the Estate of Walter H. Hart, Deceased, Constance Harrison (nee Hart), Grace Hart, and the Salvation Army, a body corporate of the State of Georgia, the only remaining legatees under the will of the late Walter H. Hart, and Linwood L. Clark, respectfully shows unto Your Honor:

FIRST: That all parties in interest have agreed to a settlement of the fee of Linwood L. Clark for professional services in the above case for the sum of Two Thousand ($2,000.00) Dollars, which sum of $2000.00 shall include the services rendered in said case by Hyman Ginsberg.

SECOND: That the terms of settlement are as follows:

A. That the Appeal entered by the said Linwood L. Clark from the Decree of this Court rendered on the sixth day of January, 1940 shall be dismissed.

B. That no further fees, or services, or charges are to be rendered or made by the said Linwood L. Clark to or against said Estate in the future either on his authority or under his direction, and that said fee of $2000.00 shall include all services rendered by the said Hyman Ginsberg; and before the payment of said $2000.00 by the Mercantile Trust Company of Baltimore, Executor, the said Hyman Ginsberg shall file in this Court a release of all claims for services against the estate of the said Walter H. Hart, and the Appeal entered in the Court of Appeals from the Decree of this Court shall be dismissed before the payment of said $2000. shall have been made to the said Linwood L. Clark.

C. That said $2000.00 shall be paid by the Mercantile Trust Company of Baltimore, Executor of the Estate of the said Walter H. Hart, and shall be charged against the Estate as a part of the expenses in the administration of said Estate by the Executor.

THIRD: Your Petitioners therefore pray that an Order be passed by this Honorable Court authorizing and approving said settlement.

AND AS IN DUTY BOUND, etc.

Venable, Baetjer & Howard
Solicitor for Mercantile Trust Company of Baltimore, a body corporate, Executor of the Estate of Walter H. Hart, Deceased.

Linwood L. Clark
Solicitor for Linwood L. Clark

Carlyle Barton
Richard B. Tippett
Solicitors for Constance Harrison (nee Hart) and Grace Hart.

Robert J. MacGregor
Solicitor for The Salvation Army, a body corporate of the State of Georgia.

O R D E R

ORDERED upon the aforegoing Petition this 26th day of March, 1940, that the aforegoing Agreement be and the same is hereby approved, and that the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, Deceased, be and it is hereby authorized to pay to Linwood L. Clark for his professional services the sum of Two Thousand ($2000.00) Dollars, but before the payment of the same Hyman Ginsberg shall file in this cause a release of all claims for services against the Estate of the said Walter H. Hart, and before the payment of the said $2000.00 to the said Linwood L. Clark, the Appeal entered by the said Linwood L. Clark from the Decree of this Court passed on the sixth day of January, 1940, shall be dismissed, and that no further fees, or services or charges shall be rendered or made by the said Linwood L. Clark against the Estate of the said Walter H. Hart, Deceased, either with the authority of said Linwood L. Clark or by him directly or indirectly, and that the said fee of $2000.00 shall include all services rendered in this cause by the said Hyman Ginsberg.

Filed March 26, 1940

E. Neal Parsons
J.

LINWOOD L. CLARK	:	No. 7782
	:	IN EQUITY
VS.	:	IN THE CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, ET. AL.	:	FOR
	:	ANNE ARUNDEL COUNTY

****

Filed April 4, 1940

Mr. Clerk:

The approval of the Court having been obtained, the Order of Appeal to the Court of Appeals of Maryland from the Decree of this Honorable Court dated November 9, 1939, is herewith withdrawn.

Linwood L. Clark

Linwood L. Clark, Attorney for Plaintiff

LINWOOD L. CLARK	:	NO. 7782
VS.	:	IN EQUITY
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, Executor of the Estate of Walter H. Hart, Deceased, CONSTANCE HARRISON (nee Hart), GRACE HART and THE SALVATION ARMY, A BODY CORPORATE OF THE STATE OF GEORGIA.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

.....

Filed April 24, 1940

KNOW ALL MEN BY THESE PRESENTS that I, Hyman Ginsberg, of the City of Baltimore, State of Maryland, for and in consideration of the sum of Six Hundred ($600.00) Dollars, receipt of which is hereby acknowledged, do hereby remise, release and forever discharge the Mercantile Trust Company of Baltimore, a body corporate, Executor of the Estate of Walter H. Hart, deceased, of and from all claims for services against the Estate of the said Walter H. Hart which I ever had, now have or hereafter may have.

WITNESS my hand and seal this 20th day of April, 1940.

TEST:

Jesse Murphy

Hyman Ginsberg (SEAL)

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LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	
		CIRCUIT COURT
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.,	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity
Defendants.	:	No. 7782

.....

GRACE HART, CONSTANCE HART HARRISON, and THE SALVATION ARMY, a body corporate of the State of Georgia,	:
- vs -	:
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased.	:

.....

BILL OF COMPLAINT

Filed May 3rd 1940

YOUR ORATORS, COMPLAINING, SAY:

1. This Bill of Complaint is brought under the provisions of Chapter 294 of the Acts of the General Assembly of Maryland enacted at its 1939 legislative session and entitled: "An Act concerning the power of Courts of Record to declare rights, status, and other legal relations, whether or not further relief is or could be claimed, and to make uniform the law with reference thereto, and to add an additional Article to the Code of Public General Laws to follow Article 31 of Bagby's Annotated Code to be known as Article 31A, Title 'Uniform Declaratory Judgments Act'."

2. This Bill of Complaint is brought in order that the parties hereto may have a declaration of rights and legal relations with respect to the matters hereinafter set forth, and it is also brought in order that an injunction may be granted to the plaintiffs against the defendant restraining it as hereinafter prayed.

3. Walter H. Hart, late of Anne Arundel County, Maryland,

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died on the 21st day of March, 1937, leaving a last will and testament dated August 15, 1936, which was admitted to probate in the Orphans' Court for Anne Arundel County on the 24th day of March, 1937; a certified copy of which said will has been heretofore filed in these proceedings and is prayed to be taken as a part hereof as fully as if filed herewith. Letters testamentary were issued by the Orphans' Court of Anne Arundel County to the defendant Mercantile Trust Company of Baltimore, the Executor named in said will. Said Executor thereafter returned to said Court real and personal inventories and a list of debts due said decedent, reflecting an estate of approximately $275,000., of which approximately $250,000. consists of real estate.

4. That said decedent was twice married and at the time of his death left surviving his second wife, from whom he had theretofore been divorced a vinculo matrimonii, and two children by his first wife; viz, your Orators Grace Hart and Constance Hart Harrison, both citizens of the United Kingdom of Great Britain, and no other issue or descendants.

5. That the will of said decedent, after directing the defendant Mercantile Trust Company of Baltimore, Executor as aforesaid, to collect the income from his estate and pay all taxes and other necessary and proper charges, including a commission to itself, further provided that the net income of said estate and the proceeds of any of his real estate, which he directed to be sold, be paid over to the various beneficiaries under his will, in the manner therein set forth, reserviving at alltimes however a balance of $1,000. in its hands as working capital. Said will further provided for an annuity to each of decedent's two daughters of $200. a month for a period of ten years after his death, if they should so long live, and then after giving certain specific and pecuniary legacies, disposed of the residue of said estate as follows -

> "I give and bequeath the remainder or residue of my estate, real, personal and mixed, corpus, income

or otherwise, to the Salvation Army, a body corporate, Annapolis Branch."

6. That your Orators Grace Hart and Constance Hart Harrison, the two daughters of said testator, being dissatisfied with the provisions of said will in their favor, filed a caveat thereto on the 20th day of April, 1937, in the Orphans' Court for Anne Arundel County. Issues were thereafter framed upon said caveat and transmitted to the Circuit Court for Anne Arundel County for trial, but were thereafter removed to Howard County where they ultimately came on for trial, which said trial resulted in a verdict for the caveatees; and the Orphans' Court for Anne Arundel County thereafter, on the 28th day of March, 1939, passed an order sustaining said will and the probate thereof.

7. That pending the trial of the facts raised by such issues, negotiations were initiated between your Orators Grace Hart and Constance Hart Harrison, the only heirs and next of kin of said decedent, on the one hand, and your Orator The Salvation Army, a body corporate of the State of Georgia, the residuary legatee of said decedent, on the other, looking to the settlement of the issues raised by said caveatee, which said negotiations resulted in the settlement of said controversy by your Orators Grace Hart and Constance Hart Harrison agreeing, among other things, not to interpose any objection to the entry of a verdict sustaining said will, in consideration of the payment or conveyance to them by your Orator The Salvation Army of one half of the estate and property of said decedent, not, however exceeding one hundred thousand dollars, in kind, or partly in kind in property and partly in cash; all of which will more fully appear by reference to a photostatic copy of the agreement of settlement heretofore filed in this case as an exhibit, which said photostatic copy is prayed to be considered as part hereof as fully as if filed herewith.

8. That by decree passed herein on the 9th day of November, 1939, said agreement of settlement was ratified and confirmed, and

distribution of the residue of the estate of said testator was directed to be made in accordance with the terms of the will of said testator "subject to such changes and modifications, with respect to the interests and estates of Grace Hart and Constance Hart Harrison, the two daughters and only next of kin and heirs at law of said testator, and the Salvation Army, a body corporate of the State of Georgia, the residuary beneficiary under the will; as may have been made and effected, as between said daughters and residuary beneficiary, by the compromise agreement and settlement made by said Executor, and daughters and residuary beneficiary under date of January 20, 1939 and filed in this cause on October 13, 1939."

9. That the defendant Mercantile Trust Company of Baltimore, Executor as aforesaid, acting upon the advice of the Attorney General of the State of Maryland, as expressed in his Opinion under date of July 5, 1939 to R. Glenn Prout, Register of Wills for Anne Arundel County; copy of which is filed herewith as part hereof, marked "Plaintiff's Exhibit A," has advised your Orator, the Salvation Army, of its intention to pay unto the State of Maryland a tax at the rate of seven and one half per cent on the entire residuary estate and property of said decedent, and in pursuance of such intention has made demand upon your Orator, the Salvation Army, for an amount sufficient to defray such tax, and has further advised your Orator that unless the amount of said tax is forthwith paid, it will make application to this Honorable Court for authority to sell sufficient of the real estate of said decedent for the purpose of defraying such tax.

10. That your Orators Grace Hart and Constance Hart Harrison are advised and therefore aver that one half of the estate and property of said decedent, not exceeding one hundred thousand dollars, is not subject to inheritance tax at the rate of seven and one half per cent as contended by the Mercantile Trust Company of Baltimore, Executor; but, on the contrary, is subject to an inheritance tax at the rate of but one per cent, as the estate and

property of said decedent to that extent passes to persons not collaterals to said decedent, but to his daughters, his only heirs at law and next of kin. Your Orators Grace Hart and Constance Hart Harrison are further advised and therefore aver that if the defendant, Mercantile Trust Company of Baltimore, collects and pays a tax upon the entire residuary estate and property of said decedent, the income and accretions thereto, equal to seven and one-half per cent of the value thereof, and other claims for taxes against said estate are maintained that then the estate and property of said decedent will be reduced to below $200,000. with the result that a part of said tax will have to be made out of the portion of the estate of said decedent passing to them.

11. That your Orators, the heirs and residuary devisee and legatee of said decedent, are interested in the solution of the question presented above and respectfully pray this Honorable Court to determine said question and declare the rights and legal relations of the parties in respect thereto, and to enjoin and restrain the defendant, Mercantile Trust Company of Baltimore from collecting from the Salvation Army a collateral inheritance tax of seven and one-half per cent on the entire residuary estate and property of said decedent.

TO THE END THEREFORE:

1st - That this Honorable Court may determine the rate of collateral tax to which the respective portions of the estate of said decedent passing to his daughters and to the Salvation Army is liable.

2nd - That the defendant, Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, may be perpetually enjoined and restrained from collecting from the Salvation Army, a body corporate of the State of Georgia, a collateral inheritance tax at the rate of seven and one-half per centum on the entire residuary estate and property of said decedent.

3rd - That your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Orators the State's writ of subpoena directed to Mercantile Trust Company of Baltimore, demanding it to be and appear in this Court on some certain day to be named therein, and show cause, if any it has, why a decree should not be passed as prayed.

AND your Orators, etc.

Grace Hart

Constance Hart Harrison by Grace Hart

THE SALVATION ARMY, a body corporate of the State of Georgia,

By

Solicitors for Grace Hart and Constance Hart Harrison.

Solicitors for Salvation Army

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 30 day of April, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George H. Marshall of the Salvation Army, one of the plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public.

COPY

July 5th, 1939.

Mr. R. Glenn Trout,
Register of Wills for
Anne Arundel County,
Annapolis, Maryland.

Dear Mr. Trout -

You have requested our opinion as to the rate of inheritance tax to be applied in the estate of Walter H. Hart, late of Anne Arundel County, deceased. It appears that Mr. Hart died on March 21st, 1937, a widower, survived by two daughters and no other children or descendants. He left a will dated August 15th, 1936, which was admitted to probate in the Orphans' Court for Anne Arundel County on March 24th, 1937. Letters testamentary were issued to the Mercantile Trust Company of Baltimore, the executor named in the will, and thereafter on April 21st, 1937, a petition and caveat was filed by the two daughters of the testator. Issues were framed and sent to the Circuit Court for Anne Arundel County for trial but the case was thereafter removed to the Circuit Court for Howard County. While the case was pending the caveators began negotiations for settlement as a result of which an agreement of settlement was entered into on January 20th, 1939, between the two daughters and the Salvation Army, a body corporate, which was the residuary legatee and devisee under the will. Under the terms of the agreement a verdict sustainingthe will was to be entered in the caveat case, certain legacies and bequests set out in the testator's will were to be paid and delivered and one-half of the total net estate of the decedent, but not to exceed $100,000., was to be paid to the two daughters. The agreement contains detailed provisions for a division of the property in kind between the two daughters and the Salvation Army. Each party agreed to execute such additional deeds, assignments or other assurances as might be necessary to carry out the purposes of the agreement.

Filed May 3, 1940

Pursuant to the terms of this agreement the case was submitted without contest to the Circuit Court for Howard County, and a verdict sustaining the will was rendered. This verdict was certified to the Orphans' Court for Anne Arundel County which Court on March 28th, 1939, passed an order affirming the probate of the testator's will. The will has therefore been judicially determined to be the last will and testament of the decedent.

No question arises as to the rate of inheritance tax payable on so much of the estate as is distributed to the legatees and devisees named in the will. All of these parties are either collaterally related to the testator or else not related at all and it is admitted that a collateral inheritance tax at the rate of seven and one-half per cent is due on these legacies and devises. The only question is whether the tax should be at the rate of one per cent or at the rate of seven and one-half per cent on that portion of the estate which will be distributed to the two daughters in accordance with the terms of the compromise agreement.

This precise question has apparently never been decided by the Court of Appeals nor squarely passed on in any ruling by this office, although it might be said that the question was anticipated in several opinions of this office.

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Mr. R. G. Trout, #2.

In 9 Opinions of the Attorney General 247, it appeared that the decedent attempted to increase the share of his widow under his will by a codicil which was ineffective because improperly executed. The decedent's sister who was the only one affected by the codicil was perfectly willing that the terms thereof be carried out but it was ruled that the inheritance tax was payable on the share passing to the decedent's sister under the terms of the will. It was stated that to the extent that the sister was willing to relinquish her rights under the will she made a gift to the widow. In 12 Opinions of the Attorney General 246, a testator had devised his entire estate to his sister and daughter-in-law. Subsequent to the death of the decedent, the daughter-in-law executed a release or quit claim deed by which she relinquished the estate and transferred her interest therein to the son of the testator. It was held that the share of the estate which passed to the daughter-in-law under the will was subject to collateral inheritance tax and that the deed by her operated merely as a gift of the property which was devised to her. It was pointed out that "any other conclusion would open the door to collusive arrangements between devisees and legatees for the purpose of defeating the tax". In 13 Opinions of the Attorney General 285, it appeared that the widow of a decedent subsequent to the death of the decedent entered into an agreement with other heirs whereby the estate was to be divided in a manner different from that in which it would have been divided under the intestate laws of the State. In holding that the tax was payable upon the shares as they passed under the intestatelaws of the State without reference to the subsequent disposition thereof by the widow, it was said "Manifestly, parties cannot reach an agreement relative to the disposition of an estate which will alter the amount of tax to which the State is entitled or delay the time for its payment". And in several recent opinions of this office on somewhat similar situations the same conclusion was reached and it was ruled that the tax was payable in accordance with the devolution of title under the will of the decedent irrespective of what disposition was made of the property devised or bequeathed by the devisees or legatees thereof. See opinion of March 29th, 1939 to Register of Wills for Worcester County, Daily Record of April 20th, 1939, and opinion of May 19th, 1939 to Register of Wills for Baltimore City, Daily Record of June 9th, 1939.

In none of these opinions was there a caveat to the will of the decedent or similar litigation but in the case considered in 20 Opinions of the Attorney General 783, certain equity proceedings had been instituted to enforce an alleged parol trust against the decedent's estate. The litigation was compromised but this office ruled that the tax was payable upon the property passing under the will. The opinion stated: "The tax must be collected in accordance with the devolution of title and no agreement of the distributees can operate to defeat the State's claim".

The question here presented has arisen a great many times in other States, but the decisions are not uniform. In some cases it has been held that the inheritance tax is a tax on the right to receive and where the rate of tax depends upon the relationship of the recipient to the testator the parties taking by virtue of a compromise agreement in settlement of a caveat are to be considered as the recipients for the purpose of collecting the tax. In other cases the Court has taken the view that no agreement can alter the State's right to tax, and that the amount of and liability for inheritance tax should be determined by reference only to the provisions of the testator's will, and cannot be affected by any compromise agreement in settlement of a dispute over the validity of a will. The Courts taking the latter view seem to be in the majority. See 26 R. C. L., Sec.

Mr. R. G. Trout, #3.

203 and cases collected in 78 A. L. R. 716.

While the matter is not altogether clear, and strong argument can be made on both sides of the question, it does seem to us that the more practical and at the same time more logical rule to follow is the rule that the property is taxable in accordance with the devolution of title under the will of the testator and not in accordance with some compromise agreement made after the death of the testator. This would mean that where a caveat is filed and upon a hearing thereof the will is sustained the tax would be based upon the devolution of title under the will, and where the caveat is sustained and the will is held invalid, the tax would be based upon the devolution of title either under the intestate laws or under an earlier valid will as the case may be.

To say that because an inheritance tax is a tax on the right to receive property transmitted at death, the rate of tax should be made to depend upon the relationship of the person who ultimately receives the property of the decedent, even though received by virtue of a compromise agreement is simply to evade the question. An inheritance tax is not merely a tax on the right to receive property transmitted at death but a tax on the right to receive property passing from the decedent. But property which passes to heirs under an agreement in compromise of a caveat does not pass to them from the decedent. True, they would have no standing to caveat the will if they were not heirs and in that sense they become entitled because they are heirs, but their title actually depends upon the compromise agreement. They receive the property, not from the decedent, but from the other parties to the compromise agreement who in turn receive the property from the decedent.

In this connection it should be pointed out that the situation in this State with respect to caveats to wills and compromises thereof differs in some respects from that existing in other States. We have no statutory procedure by which a caveat proceeding can be compromised under the eye and with the approval of the Court. Theoretically every caveat is decided upon its merits and in all cases it is necessary that there be a verdict on the issues framed, either bythe Orphans' Court or by the law court to which the issues are sent for trial. Of course, we realize that as a practical matter the court or jury in practically every case abides by the wishes of the parties and where it is known that the parties interested have effected a compromise and desire the court or the jury to either uphold the will or to sustain the caveat, the court or jury almost always follows this suggestion. Nevertheless, the proceeding is in rem and binds all the world and not merely the parties to the case. In other words, it is binding upon those who are not parties to a compromise agreement as well as those who are, and to us this seems important when we consider the effect of compromise agreements on the taxability of the estate of a decedent.

The decision of our Court of Appeals in Bouse v. Hull, 169 Md. 1, does not seem to us to require a different conclusion from that we have reached. On the contrary it would appear to support our conclusion. In that case the Court of Appeals held that where certain legacies were renounced the gift was not complete and no collateral inheritance tax was due. The Court pointed out that acceptance was necessary to complete the transfer from the decedent and where the gift was rejected there was no transfer to the legatees from the decedent and title remained in the decedent or passed to other persons under the will. But an entirely different situation is presented in the case under consideration. Here the legatee and devisee has not renounced but has accepted the legacy and devise. And its acceptance is essential to the children of the testator because their title depends absolutely upon that of the residuary devisee and legatee.

Mr. R. G. Trout, #4.

We have been asked to consider the effect of our conclusion upon the question of whether or not the money paid to the caveatees in compromise of the caveat case is subject to the payment of an income tax under the Maryland Income Tax Act and our attention has been called to the decision of the Supreme Court of the United States in Lyeth v. Hoey, 83 L. Ed. 176 (adv. sheets). In that case the Court held that even though under the laws of the State of Massachusetts the money paid to the caveatees in settlement of a will contest was subject to inheritance tax in the hands of the legatees and devisees under the will without regard to the compromise agreements, nevertheless, the money was paid to the caveatees in their capacity as heirs of the testator and it was therefore exempt from Federal income tax as being property acquired by "bequest, devise, or inheritance". This decision turned upon a construction of the Federal income tax law and is, of course, not binding on the question of whether such property is taxable under the Maryland Income Tax Act. While it is not necessary for us to pass on this question at this time, it seems to us that such property is not subject to tax under the Revenue Act of 1939 (Ch. 277 of the Acts of 1939), first, because it is not "income" in the true sense of the word, and second, because it is within the provisions of Section 216-D which specifically provides that gross income shall not include the "value of property acquired by gift, bequest, devise, inheritance or succession". It will be noted that this latter provision is broader than the corresponding provision of the Federal Act.

It follows from what we have said that in our opinion, the entire residue of the estate of Mr. Hart should be taxed to the Salvation Army at the rate of seven and one-half per cent and no part thereof should be taxed to Mr. Hart's two daughters at the rate of one per cent.

Sincerely yours,

Wm. L. Henderson
Deputy Attorney General.

H. Vernon Eney
Assistant Attorney General.

HVE:EH

LINWOOD L. CLARK,
Plaintiff,

vs.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al
Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
In Equity
No.7782

GRACE HART,
CONSTANCE HART HARRISON,
and THE SALVATION ARMY,
a body corporate of the State of Georgia,

vs.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased.

. . . . . .

PETITION TO INTERVENE

Filed June 10, 1940

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of R. Glenn Prout, Register of Wills for Anne Arundel County, respectfully shows:

1. That Petitioner is the duly commissioned Register of Wills for Anne Arundel County.

2. That the Bill of Complaint filed herein by Grace Hart, et al, seeks to enjoin the Mercantile Trust Company of Baltimore, as Executor of Walter H. Hart, deceased, from paying to the State of Maryland an inheritance tax at the rate of seven and one-half per cent on the entire residuary estate of said decedent, on the ground that a portion thereof is taxable

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at the rate of only one per cent.

3. That the interests of the State of Maryland are directly involved in the declaration of rights which complainants seek.

4. That, pursuant to Section 106 of Article 81 of the Code of Public General Laws, the inheritance tax, the applicable rate of which is in issue, is payable to your Petitioner in his official capacity as Register of Wills, for the use of the State of Maryland.

WHEREFORE, your Petitioner prays that this Honorable Court pass an order permitting him to intervene in this proceeding as a party Defendant.

And your Petitioner will every pray, etc.

William C. Walsh
Attorney General.

Wm L. Henderson
Deputy Attorney General
Solicitors for Petitioner

R. Glenn Pruitt
Register of Wills
for Anne Arundel
County

We consent to the passage of an order as prayed.

Richard B. Tippett
Solicitors for Grace Hart and Constance Hart Harrison, Complainants

Robert J. MacGregor
Solicitor for Salvation Army, Complainant

Venable, Baetjer & Howard
Solicitors for Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, Defendant.

LINWOOD L. CLARK,
Plaintiff,

vs.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.
Defendants

GRACE HART, CONSTANCE HART HARRISON, and THE SALVATION ARMY, a body corporate of the State of Georgia,

vs.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity
No. 7782

. . . . . .

Upon the foregoing Petition, it is this 12th day of June, 1940 by the Circuit Court for Anne Arundel County, ordered and decreed that R. Glenn Prout, as Register of Wills for Anne Arundel County, be and he hereby is permitted to intervene in this proceeding so as to become a party Defendant for all purposes thereof by filing his demurrer, answer or other pleading to the Bill of Complaint within fifteen days after the date of this order.

Filed June 12, 1940

Judge Circuit Court for Anne Arundel County

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LINWOOD L. CLARK

VS.

MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, EXECUTOR ETC.

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY
No. 7782 Equity

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor under the Last Will and Testament of Walter H. Hart, deceased, respectfully represents unto your Honor:

1. That it has been administering the Estate of Walter H. Hart under the jurisdiction of this Honorable Court, this Court having assumed jurisdiction by its order dated November 9, 1939.

2. That attached hereto, and prayed to be taken as part hereof, is a report wherein your petitioner charges itself with the amount of personal estate retained in its Second Administration Account passed by the Orphans' Court of Anne Arundel County on June 27, 1939, with the proceeds of real estate sold after ratification by this Honorable Court, with collections made subsequent to its Second Administration Account, and credits itself with its costs and disbursements, with certain legacies paid in accordance with the terms of the Will of Walter H. Hart, with Inheritance Tax to the Register of Wills for Anne Arundel County, and with the balance of personal estate in its possession.

Filed June 10, 1940

WHEREFORE, your petitioner respectfully prays that the papers in this case be referred to an Auditor to state an account.

Mercantile Trust Company of Baltimore
By A. F. Dempsey
Trust Officer
Executor Estate of Walter H. Hart

Venable, Baetjer & Howard.
Solicitors for Petitioner

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 7th day of June, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared A. F. Dempsey, Trust Officer of Mercantile Trust Company of Baltimore and made oath in due form of law that the matters and facts stated in the foregoing Petition are true as therein set forth, to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Gordon E. Kellenberger
Notary Public

GORDON E. KELLENBERGER NOTARY PUBLIC ANNE ARUNDEL CO.

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LINWOOD L. CLARK VS. MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, EXECUTOR OF THE ESTATE OF WALTER H. HART, DECEASED	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY No. 7782 Equity

.....

Filed 12, June, 1940

ORDERED by the Circuit Court of Anne Arundel County, this 12th day of June, 1940, that the papers in the above entitled cause be and they are hereby referred to one of the Auditors of this Court for the stating of an account.

Roszel C. Thomas
Judge

Judges

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
VS.	:	OF
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, EXECUTOR, ETC.	:	ANNE ARUNDEL COUNTY No. 7782 Equity

.....

The Third Administration Account of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased.

This accountant charges itself with the amount of personal property and estate retained by it in its Second Administration Account heretofore passed by the Orphans' Court of Anne Arundel County on June 27, 1939			$24,314.81
And with the payment on account of debt of Robert F. Inman and wife, shown as Sperate on List of Debts filed			74.26
And with the gain over the Inventory on $118.55 Balance of Certificate of Beneficial Interest County Corp. of Maryland redeemed			106.70
And with the proceeds sale of Fee Simple Property 12 Cheston Avenue, Annapolis, Md. per Report of Sales ratified			3,000.00
And with deposit account of sale of Lot #54 Ferry Farms, forfeited by contract purchaser			100.00
And with the following collections:			
12 mos. rent from 4/11/39 to 4/11/40 78 Charles St.		$180.00	
12 " 4/29/39 to 4/29/40 79 Charles St.		357.00	
Bal. 1 mos. rent to 5/8/39 81 Charles St.	$ 6.25		
9 mos. rent from 5/8/39 to 2/8/40 "	236.25		
Rent for period 2/8/40 to 2/29/40 "	19.25		
1 mos. rent from 3/24/40 to 4/24/40"	26.25	288.00	
11 mos. rent from 5/1/39 to 4/1/40 83 Charles St.	264.00		
A/c 1 mos. rent from 4/1/40 to 5/1/40 83 Charles St.	17.00	281.00	
8 mos. rent from 5/1/39 to 1/1/40 85 Charles St.	192.00		
1 mos. rent from 2/24/40 to 3/24/40"	24.00	216.00	
Bal. 1 mos. rent to 2/23/39 121 Charles St.	21.75		
5 mos. rent from 2/23/39 to 7/23/39"	183.75		
A/c 1 mos. rent to 8/23/39 "	20.50		
" from 5/12/40 to 6/12/40 121 Charles St.	20.00	246.00	
Bal. 1 mos. rent to 2/8/39 123 Charles St.	25.50		
13 mos. rent from 2/8/39 to 3/8/40 "	477.75		
A/c 1 mos. rent to 4/8/40 "	28.38	531.63	
2 mos. rent from 3/1/39 to 5/1/39 125 Charles St.	83.50		
6 mos. rent from 8/1/39 to 2/1/40 "	220.50		
A/c 1 mos. rent to 3/1/40 "	15.00	319.00	
13 mos. rent from 3/10/39 to 4/10/40 127 Charles St.		512.75	
2 mos. rent from 4/20/39 to 6/20/39 133 Charles St.		103.50	

12 mos. rent from 5/4/39 to 5/4/40 1 King Charles Place		441.00
11 mos. rent from 5/1/39 to 4/1/40 3 King Charles Place		404.25
6 mos. rent from 4/1/39 to 10/1/39 5 King Charles Place	255.00	
3 " 2/1/40 to 5/1/40 5 King Charles Place	110.25	365.25
3 " 2/15/39 to 5/15/39 6 King Charles Place	155.25	
Rent from 5/15/39 to 6/1/39 "	26.75	182.00
2 mos. rent from 4/15/39 to 6/15/39 7 King Charles Place		113.50
9 " 7/15/39 to 4/15/40 8 King Charles Place	420.75	
A/c 1 mos. rent to 5/15/40 "	1.25	422.00
11 mos. rent from 5/25/39 to 4/25/40 77 Franklin St.		569.25
11 " 4/7/39 to 3/7/40 6 Cheston Ave.		514.25
Bal. 1 mos. rent to 5/15/39 8 Cheston Ave.	20.00	
6 mos. rent from 5/15/39 to 11/15/39"	250.50	
A/c 1 mos. rent to 12/15/39 "	21.75	292.25
11 mos. rent from 5/23/39 to 4/23/40 10 Cheston Ave.	459.25	
A/c 1 mos. rent to 5/23/40 10 Cheston Ave.	21.75	481.00
10 mos. rent from 4/24/39 to 2/24/40 12 Cheston Ave.		367.50
12 " 5/1/39 to 5/1/40 14 Cheston Ave.		450.00
8 " 5/6/39 to 1/6/40 Apt. #1 219 Hanover St.	385.00	
1 " 3/16/40 to 4/16/40"	45.00	430.00
Bal. 1 mos. rent to 4/15/39 Apt. #2 219 Hanover St.	25.00	
10 mos. rent from 4/15/39 to 2/15/40"	495.00	520.00
Rent from 5/4/39 to 5/18/39 Apt. #3 "	25.00	
Bal. 1 weeks rent (June Week 1939) "	65.00	
Rent from 9/2/39 to 9/16/39 "	30.00	
7 mos. rent from 10/1/39 to 5/1/40 "	290.00	410.00
9 " 5/15/39 to 2/15/40 Apt. #4 219 Hanover St.		360.00
1½ " 12/1/38 to 1/15/39 " #5 219 Hanover St.	60.00	
12 " 4/28/39 to 4/28/40 "	470.00	530.00
10 " 5/1/39 to 3/1/40 Apt. #7 219 Hanover St.	350.00	
1 " 3/15/40 to 4/15/40 "	35.00	385.00
10 " 5/15/39 to 3/15/40 " #8 219 Hanover St.		300.00
Bal. 1 week's rent (June Week 1939) " #9 219 Hanover St.	65.00	
6 mos. rent from 10/3/39 to 4/3/40 "	270.00	335.00
Bal. 1 week's rent (June Week 1939) " #10 219 Hanover St.		65.00
Bal. 1 mos. rent to 3/5/39 21 East St.	10.25	
11 mos. rent from 3/5/39 to 2/5/40 "	349.25	
A/c 1 mos. rent to 3/5/40 "	16.50	376.00
7 mos. rent from 5/1/39 to 12/1/39 23 St. Johns St.	220.50	
A/c 1 mos. rent to 1/1/40 "	31.00	251.50
12 mos. rent from 4/15/39 to 4/15/40 17 Shaw St.		488.50
11 " 5/1/39 to 4/1/40 19 Shaw St.		431.75
12 " 5/5/39 to 5/5/40 306 West St.		381.00
12 " 5/1/39 to 5/1/40 308 West St.		381.00

10 mos. rent from 5/5/39 to 3/5/40 310 West St.	317.50	
A/c 1 mos. rent to 4/5/40 "	28.00	345.50
12 mos. rent from 4/1/39 to 4/1/40 312 West St.		381.00
10 " 4/1/39 to 2/1/40 314 West St.	317.50	
A/c 1 mos. rent to 3/1/40 "	8.25	325.75
6 mos. rent from 5/21/39 to 11/21/39 316 West St.	190.50	
1 " 4/18/40 to 5/18/40 "	31.75	222.25
8 " 5/5/39 to 1/5/40 19 Dean St.	174.00	
2 " 2/10/40 to 4/10/40 "	43.50	
A/c 1 " to 5/10/40 "	10.75	228.25
4 mos. rent from 5/1/39 to 9/1/39 21 "	83.00	
Rent for period 9/1 to 9/5/39 "	4.91	
5 mos. rent from 11/17/39 to 4/17/40 "	108.75	
A/c 1 mos. rent to 5/17/40 "	11.00	207.66
12 mos. rent from 4/27/39 to 4/27/40 23 Dean St.		261.00
9 " 4/1/39 to 1/1/40 25 Dean St.	195.75	
A/c 1 mos. rent to 2/1/40 25 Dean St.	17.25	213.00
Bal. 1 mos. rent to 3/17/39 27 Dean St.	16.75	
6 mos. rent from 3/17/39 to 9/17/39 "	130.50	
A/c 1 mos. rent to 10/17/39 "	18.25	165.50
Bal. 1 mos. rent to 3/15/39 29 Dean St.	9.00	
11 mos. rent from 3/15/39 to 2/15/40 "	239.25	
A/c 1 mos. rent to 3/15/40 "	3.90	252.15
Bal. 1 mos. rent to 4/8/39 31 Dean St.	.50	
10 mos. rent from 4/8/39 to 2/8/40 "	217.50	218.00
11 mos. rent from 3/20/39 to 2/20/40 33 Dean St.		239.25
3 " 5/1/39 to 8/1/39 35 Dean St.	64.25	
7 " 9/13/30 to 4/13/40 35 Dean St.	152.25	216.50
Bal. 1 mos. rent to 5/25/39 37 Dean St.	6.75	
3 mos. rent from 5/29/39 to 8/29/39 "	67.25	
A/c 1 mos. rent to 9/29/39 "	15.00	89.00
5 mos. rent from 5/15/39 to 10/15/39 39 Dean St.		118.75
Bal. 1 mos. rent to 11/9/38 41 Dean St.	9.50	
10 mos. rent from 11/9/38 to 9/9/39 "	217.50	
A/c 1 mos. rent to 10/9/39 "	6.50	233.50
11 mos. rent from 5/17/39 to 4/17/40 43 Dean St.		261.25
10 " 5/17/39 to 3/17/40 45 Dean St.	237.50	
A/c 1 mos. rent to 4/17/40 "	3.16	240.66
Bal. 1 mos. rent to 3/2/39 54 Cornhill St.	12.75	
8 mos. rent from 3/2/39 to 11/2/39 "	120.00	
A/c 1 mos. rent to 12/2/39 "	10.75	143.50
10 mos. rent from 5/1/39 to 3/1/40 56"	150.00	
A/c 1 mos. rent to 4/1/40 "	5.00	155.00
10 mos. rent from 5/3/39 to 3/3/40 58"	150.00	
A/c 1 mos. rent to 4/3/40 "	7.50	157.50
12 mos. rent from 5/10/39 to 5/10/40 Office #1 12 Church Circle		420.00
10 " 4/5/39 to 2/5/40 Office #3 12 Church Circle		200.00
9 " 3/15/39 to 12/15/39 Basement Office #1 12 Church Circle		225.00
10 " 7/15/39 to 5/15/40 Basement Office #2 12 Church Circle		90.00
1 " 10/16/39 to 11/16/39 Garage #2 South St.		3.00

2 mos. rent from 5/1/39 to 7/1/39 Garage #10 South St.		
13 " 3/29/39 to 4/29/40 #12 South St.		8.00
11 " 4/27/39 to 3/27/40 Garage #13 South St.		65.00
A/c 1 mos. rent to 4/27/40 Garage #13 South St.	44.00	
Bal. 1 mos. rent to 5/16/39 643 Bay Ridge Ave.	2.00	46.00
9 mos. rent from 5/16/39 to 2/16/40 "	17.50	
A/c 1 mos. rent to 3/16/40 "	315.00	
2 mos. rent from 7/1/39 to 9/1/39 Green Gables on Broad Creek	17.50	350.00
5½ " 5/1/39 to 10/15/39 2 Claude St. Wardour		200.00
10 " 3/1/39 to 1/1/40 4 Claude St., Wardour		275.00
1 " 4/1/40 to 5/1/40 "	400.00	
½ " to 6/5/39 6 Claude St., Wardour	35.00	435.00
2 mos. rent from 7/21/39 to 9/21/39 "	25.00	
11 " 5/1/39 to 4/1/40 8 Claude St., Wardour	100.00	125.00
1 " 5/28/40 to 6/28/40 "	550.00	
3 weeks rent from 5/1/39 to 5/22/39 10 Claude St., Wardour	35.00	585.00
10 mos. rent from 6/15/39 to 4/15/40 "	44.00	
Rent for period 5/1/39 to 5/23/39 12 " St., Wardour	430.00	474.00
" 6/1/39 to 6/20/39 "	50.00	
2 mos. rent from 3/5/40 to 5/5/40 "	33.33	
11 " 5/1/39 to 4/1/40 14 "	60.00	143.33
10 " 5/19/39 to 3/19/40 16"		485.25
Rent for period 3/19/40 to 3/31/40 "	350.00	
1 mos. rent from 4/11/40 to 5/11/40 "	15.10	
Rent for period 4/25/39 to 5/19/39 18 "	35.00	400.10
5 weeks rent from 6/25/39 to 8/1/39 "	47.92	
3½ mos. rent from 8/1/39 to 11/15/39 "	75.00	
1 mos. rent from 6/1/40 to 7/1/40 "	210.00	
5 mos. rent from 5/22/39 to 10/22/39 20 Claude St., Wardour	46.75	379.67
1 " 4/5/40 to 5/5/40 "	246.25	
5 " 5/1/39 to 10/1/39 24 Claude St., Wardour	36.75	283.00
A/c 1 mos. rent to 11/1/39 24 Claude St.	242.25	
Bal. 1 mos. rent to 4/1/39 #1 Severn Ave.	15.00	257.25
A/c " 5/1/39 "	4.00	
7 mos. rent from 6/20/39 to 1/20/40 "	6.00	
2 " 2/15/40 to 4/15/40 "	112.00	
4½ " 5/14/39 to 9/30/39 #3 Severn Ave.	32.00	154.00
4 " 10/16/39 to 2/16/40 #3 Severn Ave.	108.00	
A/c 1" to 3/16/40 "	96.00	
10 mos. rent from 5/10/39 to 3/10/40 #75 Severn Ave.	16.00	220.00
1 " 4/22/40 to 5/22/40 "	250.00	
12 " 5/3/39 to 5/3/40 388 Severn Ave.	25.00	275.00
2 " 6/1/39 to 8/1/39 390 Severn Ave.		252.00
9 " 8/5/39 to 5/5/40 390 Severn Ave.	42.00	
15 " 2/18/39 to 5/18/40 392 Severn Ave.	189.00	231.00
11 " 4/28/39 to 3/28/40 285 Fifth St.		315.00
9 " 5/20/39 to 2/20/40 272 Fourth St.		220.00
12 " 5/5/39 to 5/5/40 Truck House, First St., Eastport		162.00
		36.00

11 mos. rent from 4/12/39 to 3/12/40 Apt. #1 Garland, Md.		349.25	
Bal. 1 mos. rent to 3/25/39 Apt. #2 Garland, Md.	23.82		
10 mos. rent from 3/25/39 to 1/25/40 Apt. #2, Garland, Md.	317.00	340.82	
9 " 6/1/39 to 3/1/40 Apt. #3 Garland, Md.		240.75	
10 " 4/14/39 to 2/14/40 Apt. #4 Garland, Md.		267.50	
9 " 4/20/39 to 1/20/40 Fifth Ave., Garland, Md.	240.75		
A/c 1 " to 2/20/40. "	17.80	258.55	
Received from Robert F. Inman and wife, purchasers of property 81 First St. under contract of sale:			
12 mos. int. @ 5% to 1/10/40	102.88		
1 years fire insurance	3.40		
1 years water rent	11.20		
1939 State & Anne Arundel County Taxes	16.76		
1939 Water benefit and sewer charge	31.50	165.74	
Received for use of Admiral Apt. porch for selling flowers		5.00	
Received from B. J. Hyde, Jr., adjustment of 1940 taxes, rent and revenue stamps on sale of 12 Cheston Ave.		67.73	
Return premium re cancellation of fire insurance on 12 Cheston Ave.		5.47	
Received from Chas. F. Lee, refund a/c commissions on rental of Green Gables		25.00	
Received from L. O. Hund, refund of amount paid for services 11/23/37		14.25	
County Trust Co. of Md., dividend of 20¢ on 14 shs. due 1/1/40		2.80	
Annapolis Dairy Products Co., 7% Pfd.: 6 mos. div. $3.50 3 shs. due 7/1/39	10.50		
" " 1/1/40	10.50	21.00	27,035.31
Estate to be accounted for - - - - - - - - - - - - - -			$54,631.08

And it craves allowance for the following payments and disbursements:

Register of Wills for Anne Arundel County:

1940 Feb. 20 Court costs from 4/25/38 to date		101.50
Affidavits	2.75	
Telephone toll charges	17.10	
Stationery and supplies purchased at Annapolis Office	4.22	
Fees for cashier's checks at Annapolis Office	24.65	
Postage, freight and transportation of workmen at Annapolis Office	66.89	
Circuit Court of Howard County, court costs	52.62	
Capital-Gazette Press Inc., Orders Nisi re sale 12 Cheston Ave. and Ferry Farms lot	10.00	
Mercantile Trust Co., 1 years storage to 11/17/39 on 23 oil paintings	15.00	
Venable, Baetjer & Howard, professional services rendered re suit of Constance Harrison and Grace Hart, and disbursements	3,066.45	
Juliet D. Strahorn, court stenographer, cost of record on Bill and Answer etc. filed in Circuit Court for Anne Arundel County	20.00	
Linwood L. Clark, fee per Order of Court 3/26/40	1,400.00	
Hyman Ginsberg, fee per Order of Court 3/26/40	600.00	

Dorothy E. Hugg, interest @ 6% from 3/21/38 to 8/14/39 on $500.00 legacy	42.00	5,321.68
The J. F. Johnson Lumber Co., purchases for Green Gables and Admiral Apts.	1.76	
Arthur R. Rector, papering and repairing roof 25 Dean St.	17.50	
Benjamin J. Hyde Inc., plumbing repairs to various properties 5/18/39	16.78	
Sadler's, purchases for 12 Church Circle and Admiral Apts.	3.15	
The H. B. Myers Co., glass for 37 Dean St.	1.21	
W. T. Shawn Inc., repair drain 6 Claude St.	1.73	
Arthur R. Rector, papering and repairing various properties 5/25/39	75.25	
Maryland Lime & Cement Co., 10 gallons paint	19.65	
Cleaning supplies and 1 window shade 6 King Charles Place	.72	
Jerome S. Murphy, electrical repairs to various properties 6/6/39	21.25	
Hopper, Polk & Purnell Inc., 3 years insurance $10,000 to 4/1/42 19-37 Dean St.	60.00	
" 3 years insurance $4,800 to 4/1/42 39-45 Dean St.	29.10	
" 1 years insurance Workmen's Compensation to 4/10/40	139.43	
" Vacancy permit to 6/3/39 22 Claude St.	2.75	
Labor and supplies for cleaning Admiral Apts. for June Week	20.75	
Stamey J. Willis, plumbing repairs to various properties 6/13/39	69.20	
Annapolis Utilities Inc., refrigerator service at Admiral Apts.	3.00	
Sadler's Hardware Store, screening, paint and glass for various properties	4.49	
Jerome S. Murphy, electrical repairs to 12 Claude St.	3.00	
Laundry bill for June Week linens	4.94	
Hoff Garage, repairs to Ford Truck	14.99	
The J. F. Johnson Lumber Co., purchases 6/21/39 for various properties	11.84	
Dr. Anthony Brewer, ½ cost of fence between 37 Dean St. and 73 Larkin St.	8.75	
R. E. Strange & Sons, 2 gallons paint	6.70	
Electric switch for Apt. #1 Garland	.50	
Hopper, Polk & Purnell Inc., plate glass insurance to 5/4/40 12 Church Circle	13.55	
Arthur R. Rector, papering and plastering various properties	42.00	
Maryland Lime and Cement Co., 9 gallons paint	25.30	
City Awning Co., 1 Venetian Blind for Admiral Apt. #5	8.00	
John H. Hopkins 3rd, Clerk, court costs Equity #6476 re sale of mortgaged property of Roland H. Meade and wife	10.75	
Electric bulbs for Admiral Apts. and 18 Claude St.	1.60	
The Henry B. Myers Co., purchases 7/11/39 for various properties	9.94	
Sadler's Hardware Store, purchases 7/11/39 for various properties	3.45	
Maryland Lime & Cement Co., 4 gallons paint	8.10	
Annapolis Utilities Inc., refrigerator repairs 12 Claude St.	2.00	
The J. F. Johnson Lumber Co., purchases 7/18/39 for various properties	3.45	
Hopper, Polk & Purnell, public liability insurance to 12/15/39 on Waterbury property	2.12	
" vacancy permits 22 Claude St. and Green Gables	6.60	

Stamey J. Willis, plumbing repairs to various properties 7/19/39	140.36
Matthew D. Heintz, plastering at 14 Cheston Ave.	12.80
Arthur R. Rector, roof repairs to Garland Apts.	5.10
Annapolis Utilities Co., refrigerator repairs 10 Cheston Ave.	5.26
Maryland Lime & Cement Co., 5 gallons paint	13.28
B. J. Hyde & Co., repairs to closet tank 312 West St.	3.95
The H. B. Myers Co., scythe blade	2.60
Repairing lawn mower	.50
Oliver Steinberg, 2 yards of gravel for 8 King Charles Place	3.00
The J. F. Johnson Lumber Co., purchases 8/17/39 for various properties	22.56
George F. Quaid, Collector, 1939 City of Annapolis taxes on personal property	93.67
Oliver Miller, repairing screens 3 King Charles Place	2.00
D. Duval, cleaning at Green Gables for new tenant	10.00
Maryland Lime & Cement Co., 4 gallons paint	9.21
Consolidated Gas Electric Light & Power Co., switch for 121 Charles St.	1.25
Annapolis Utilities Inc., cleaning condenser 2 Claude St.	2.50
Maryland Lime & Cement Co., 6 gallons paint	15.58
W. T. Shawn Inc., overhaul pumps for 8 and 24 Claude St.	11.08
Jerome S. Murphy, electrical repairs to various properties 9/7/39	20.25
Stamey J. Willis, plumbing repairs to various properties 9/7/39	69.01
Hopper, Polk & Purnell Inc., vacancy permits for 6, 12 and 22 Claude St.	7.15
Mealey Sign Service, painting and erecting sign at Ten Oaks, Eastport	18.00
Sadler's Hardware Store, purchases for various properties	.65
Arthur Rector, papering and repairs to 1 Severn Ave. and 5th Avenue, Garland	43.70
The H. B. Myers Co., hardware purchased for various properties	2.00
W. T. Shawn Inc., plumbing repairs to 2 Claude St.	9.89
Maryland Lime & Cement Co., paint purchased	26.02
2 Shades for 10 Cheston Ave.	1.10
Jerome S. Murphy, electrical repairs to 3 and 5 King Charles Place	2.00
Maryland Lime & Cement Co., 2 gallons paint	5.88
Arthur R. Rector, plastering and painting various properties 10/6/39	50.50
Matthew D. Heintz, laying cement gutter 121 Charles St.	21.00
Jess Radio & Electric Co., Norge refrigerator service Admiral Apt. #9	3.50
The J. F. Johnson Lumber Co., purchases for various properties	3.48
The H. B. Myers Co., putty	.50
George F. Quaid, Collector, 1939 City of Annapolis taxes on real property	2,053.51
Sadler's Hardware Store, glass and varnish for 24 Claude St.	4.17
Annapolis Utilities Inc., refrigerator repairs Admiral Apt. #10	5.70
Electric bulbs and fuses for Admiral Apts.	1.80
Maryland Lime & Cement Co., 3 gallons paint	8.23
McCready & Co., 7 yards Congoleum Admiral Apt. #9	7.33
R. E. Strange & Sons, 1 gallon paint for 42 Dean St.	2.95
Benjamin J. Hyde Co., plumbing repairs to various properties 10/24/39	65.80
Stamey J. Willis, plumbing repairs to various properties 10/24/39	87.66

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Emergency plumbing at 8 King Charles Place	7.00
Laundry, cleaning and showing Admiral Apts.	11.05
Maryland Lime & Cement Co., 3 gallons paint	8.23
W. T. Shawn Inc., plumbing repairs 16 Claude St.	4.98
Jerome S. Murphy, electrical repairs to various properties	14.75
Benjamin J. Hyde Co., repairing stoves 17 Shaw St. and 43 Dean St.	10.00
Annapolis Dairy Products Co., payment of claim passed 5/4/37	32.55
The H. B. Myers Co., hardware purchased for various properties	5.25
The J. F. Johnson Lumber Co., purchases for Admiral Apts. and 21 East St.	2.96
W. T. Shawn Inc., installing oven door and springs at 8 and 16 Claude St.	13.71
Jess Radio & Electric Co., electrical repairs at Admiral Apts.	3.50
Sadler's Hardward Store, supplies for 12 Church Circle	.60
Hopper, Polk & Purnell Inc., insurance vacancy permits for 12, 22 and 24 Claude St.	10.18
Maryland Lime & Cement Co., paint purchased	6.27
Mealey Sign Service, 1 sign for 12 Church Circle	.60
Stamey J. Willis, plumbing repairs to various properties 11/29/39	144.00
Emergency plumbing at 272 Fourth St. and 78 Charles St.	4.00
Wm. Chasky, repairs to Fifth Ave., Garland	39.10
The J. F. Johnson Lumber Co., purchases for various properties	11.88
Hopper, Polk & Purnell Inc., vacancy permits for 2, 6, 12, 18, 20, 22 and 24 Claude St. and Green Gables	37.16
Emergency plumbing at Admiral Apt. #3	1.50
Arthur R. Rector, papering and repairs to various properties 12/20/39	105.00
W. T. Shawn Inc., repair automatic switch at 8 Claude St.	1.68
C. A. L. Wilson, chimney extension and cap 211 Severn Ave.	9.35
Consumers Oil Co., changes in heating system at 12 Church Circle including thermostat and 5 year guarantee	250.00
The H. B. Myers Co., nails, glass and lock purchased	1.60
Maryland Lime & Cement Co., 5 gallons paint	13.28
The J. F. Johnson Lumber Co., purchases for various properties	3.78
Economy Hardware Co., 1 lock for 12 Church Circle	1.50
W. T. Shawn Inc., pump repairs 10 Claude St.	6.08
Jerome S. Murphy, electrical repairs to various properties 1/16/40	7.75
Benjamin J. Hyde Co., furnace repairs 125 Charles St.	9.22
R. E. Strange & Sons, 3 gallons paint	9.20
The H. B. Myers Co., 2 gallons paint and 5 lbs roofing cement	2.80
Electric bulbs for Admiral Apts.	.60
Maryland Lime & Cement Co., 5 gallons paint	13.72
Stamey J. Willis, plumbing repairs to various properties 1/19/40	38.59
Maryland Typewriter Rebuilding Co., overhauling typewriter at 12 Church Circle	16.85
Automatic Heating Co., repairs to iron fireman Admiral Apts.	3.60
Sadler's Hardware Store, oil, putty, and glass purchased	.97
R. E. Strange & Sons, 1 gallon paint for Admiral Apt. #10	3.65
The J. F. Johnson Lumber Co., purchases for 75 Severn Ave.	3.15

Arthur R. Rector, scraping and papering 9 rooms at Admiral Apts.		90.00
1940 State and Anne Arundel County taxes on the following:		
Furniture in 2nd District	97.85	
Furniture in 6th District	103.01	
643 Bay Ridge Ave.	112.49	
Lots, Tall Cedars, Bay Ridge Road	32.87	
Lot rear Charles St. and garages	20.51	
Lot rear Charles St. - King Charles Place	4.83	
78 Charles St.	27.79	
79/81 Charles St.	60.56	
83/85 Charles St.	63.15	
121 Charles St.	62.93	
123 Charles St.	67.05	
125/27 Charles St.	118.82	
131/33 Charles St.	143.07	
10/12 Church Circle	66.20	
6 Cheston Ave.	64.70	
8 Cheston Ave.	51.21	
10 Cheston Ave.	51.21	
12 Cheston Ave.	48.39	
14 Cheston Ave.	51.10	
54 Cornhill St.	21.51	
56 Cornhill St.	21.51	
58 Cornhill St.	21.51	
19/21 Dean St.	47.23	
23/25 Dean St.	46.90	
27/29 Dean St.	47.43	
31/33 Dean St.	46.24	
35/37 Dean St.	46.56	
39/41 Dean St.	47.03	
43/45 Dean St.	47.03	
21 East Street	62.51	
Lot on Munroe St.	3.65	
Lots 6 and 7 Section "A" Ferndale	57.37	
Lot 54 Ferry Farms	9.87	
285 Fifth St.	37.25	
81 First St.	17.46	
Lot (Marsh) First St.	10.20	
Lot First St., Truck House	4.37	
Lot First St., south of Truck House	3.27	
272 Fourth St.	53.54	
77 Franklin St.	93.40	
Lots 9 and 10, Section "J" Garland	148.63	
Property on Broad Creek, Green Gables	184.45	
219 Hanover St.	346.57	
1/3 King Charles Place	97.13	
4 King Charles Place	58.84	
5 King Charles Place	60.75	
6 King Charles Place	59.83	
7 King Charles Place	65.33	
8 King Charles Place	59.28	
9 King Charles Place	5.34	
Lot at North Linthicum	10.43	
23 St. Johns St.	37.54	
75 Severn Ave.	58.19	
77 Severn Ave.	28.26	
388/92 Severn Ave.	106.79	
17/19 Shaw St.	106.98	
South St. Garages	14.82	
128/38 South St.	36.77	
3-1/3 acres Spa Creek - Ten Oaks	291.43	
Claude St., Wardour	737.91	
306 West St.	40.61	
308 West St.	40.61	
310/12 West St.	74.37	
314/16 West St.	74.00	
Property at Whitneys Landing	6.07	
2-23/100 acres of land near Waterbury	5.64	4,750.15

Matthew D. Heintz, plastering Admiral Apt. and 12 Cheston Ave.	13.00
Arthur R. Rector, papering 31 and 43 Dean St.	28.00
The H. B. Myers Co., hinges and screws for Admiral Apt. #7	.35
Robert F. Snite, care of cemetery lot for 1937/40	8.00
Sadler's Hardware Store, varnish and brushes purchased	9.26
Benjamin J. Hyde Co., plumbing repairs to 81/85 Charles St.	15.76
Hopper, Polk & Purnell Inc., vacancy permits 2, 6, 12, 18 and 24 Claude St.	14.87
" 3 years insurance $1500 to 1/ 5/43 on furniture	7.88
" general liability insurance to 12/15/40 on various properties	170.72
Stamey J. Willis, plumbing repairs to various properties 3/19/40	53.14
Maryland Lime & Cement Co., 5 gallons paint	13.72
Mealy Sign Service, metal sign for 12 Church Circle	3.00
Sheppard Stove Co., stoves purchased for 82 and 85 Charles St.	59.94
Sadler's Hardware Store, hardware and paint for various properties	8.66
Annapolis Utilities Inc., refrigerator repairs Admiral Apt. #3	2.18
The H. B. Myers Co., glass and putty for 4 and 6 Claude St.	1.54
Cleaning and showing Admiral Apts. #1 and 3	6.75
Furniture covers for Admiral Apt. #1	2.25
The J. F. Johnson Lumber Co., purchases for various properties 4/17/40	15.34
Maryland Lime & Cement Co., 7 gallons paint, 5 gallons Deco Paste and 10 pkgs. Casemite	35.48
Benjamin J. Hyde Co., plumbing repairs Admiral Apts. and 127 Charles St.	17.03
" 5 King Charles Place	3.32
W. T. Shawn Inc., install automatic switch on pump 4 Claude St.	11.58
Annapolis Water Co., metered water from 4/1/39 to 3/31/40 on Annapolis properties	1,026.32
Anne Arundel County Sanitary Commission, metered water from 2/1/39 to 2/1/40 on Eastport properties	122.50
Anne Arundel County Sanitary Commission, metered water from 3/1/39 to 3/1/40 on Garland - Ferndale properties	75.50
" 1940 Water and Sewer Benefit charges on various properties	176.43
Service Agents Inc., commissions on rental of various properties from 5/1/39 to 5/1/40	72.75
Consolidated Gas Electric Light & Power Co., gas and electricity from 4/4/39 to 4/3/40 on various properties	104.37
Chesapeake & Potomac Telephone Co., service at 12 Church Circle from 4/25/39 to 4/25/40	92.15
Community Coal Co., 12 tons coal for Garland Apts.	115.60
J. B. Wailes, 16 tons coal for Garland Apts.	155.40
Annapolis Dairy Products Co., coal for Admiral Apts.	445.98
Consumers Oil Co., fuel oil for 12 Church Circle	185.32
Landlord's complaints on various properties	7.75
Theodore Burgess, 51 weeks salary from 4/29/39 to 4/20/40 less 1% Social Security Tax	1,110.78
Arthur E. Davies, "	852.39
Dorothy H. Mitchell, "	1,009.80
Adele Phelps, cleaning 12 Church Circle from 4/29/39 to 10/7/39 less 1% Social Security Tax	11.40

Floretta Phelps, cleaning 12 Church Circle from 10/7/39 to 4/20/40 less 1% Social Security Tax	13.86	
Mrs. Paul Johansen, janitor's services at Garland Apts. from 5/1/39 to 4/1/40 less 1% Social Security Tax	73.48	
Robert F. Everett, carpenter work from 4/22/39 to 4/22/40 less 1% Social Security Tax	169.15	
Gerald R. Stevens, services from 1/6/40 to 4/22/40 less 1% Social Security Tax	52.46	
Newton Pinkney, services to 9/2/39 less 1% Social Security Tax	11.37	
Elisabeth Dadds, temporary services from 9/2/39 to 9/16/39 less 1% Social Security Tax	9.90	
Collector of Internal Revenue, Social Security Tax due by employer and employees to 4/22/40	66.37	
Maryland Unemployment Compensation Fund, contribution of employer for period 4/1/39 to 3/31/40	93.41	15,819.78

Retained for further accounting:

3 shs. par 100, The Annapolis Dairy Products Co. 7% Pfd.	195.00	
3 shs. no par, The Annapolis Dairy Products Co., Com.	6.00	
14 shs. par 10, County Trust Co. of Md.	70.00	
2 shs. par 50, The Annapolis Athletic Assoc.	no market	
$1539.20 Ctf. of Beneficial Interest City Certificates Corp.	615.68	
61.20 Balance Ctf. of Participation in Depositors Guarantee Fund of The Annapolis Savings Institution	no market	
155.00 Balance Ctf. of Participation in Depositors Guarantee Fund of The Annapolis Savings Institution	no market	
.75 Balance The Annapolis Savings Institution	.75	
Household furniture and furnishings, jewelry, paintings, wearing apparel, etc., appraised at	11,413.25	
Cash	19,261.44	31,562.12

Distribution

Theodore Burgess, legacy bequeathed by Eighth Item of Will		$ 500.00	
Less: Inheritance tax at 7½% paid Register of Wills, infra	$ 37.50	37.50	462.50
Dorothy E. Hugg, legacy bequeathed by Ninth Item of Will		500.00	
Less: Inheritance tax at 7½% paid Register of Wills, infra	37.50	37.50	462.50
Bertha May Foust, legacy bequeathed by Tenth Item of Will		500.00	
Less: Inheritance tax at 7½% paid Register of Wills, infra	37.50	37.50	462.50
Arthur E. Hall, legacy bequeathed by Eleventh Item of Will (Legacy does not exceed $100 and, therefore, exempt from Inheritance Tax)	-----		100.00
Linwood L. Clark, nine stone diamond stickpin, cluster, set in red gold bequeathed by Fourteenth Item of Will and appraised at			100.00

(Legacy does not exceed $100 and, therefore, exempt from Inheritance Tax)	-----	
George B. Woelfel, nine stone diamond cluster stick pin, set in white gold, bequeathed by Fifteenth Item of Will and appraised at		100.00 ✓
(Legacy does not exceed $100 and, therefore, exempt from Inheritance Tax)	-----	
Elfried Shawn, six volume set of Longfellow's works, illustrated, and oil painting "Cattle and Goat" bequeathed by Sixteenth Item of Will and appraised at		16.00 ✓
(Legacy is less than $100 and, therefore, exempt from Inheritance Tax)	-----	
Albert Jerome Goodman, ten volume set of "Crowned Masterpieces of Literature" bequeathed by Seventeenth Item of Will and appraised at		10.00 ✓
(Legacy is less than $100 and, therefore, exempt from Inheritance Tax)	-----	
Register of Wills for Anne Arundel County, Inheritance Tax at 7½% on legacies supra	$112.50 ✓	112.50 ✓
Estate accounted for - - - - - - - - - - - - - - - - - -		$54,631.08

Mercantile Trust Company of Baltimore

By A. F. Dempsey
Trust Officer

Baltimore City, ss:

On the 7th day of June, 1940, came A. F. Dempsey, Trust Officer of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased and made oath in due form of law that the aforegoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, ~~which, after examination, is passed by order of the Orphans' Court~~

Test: Gordon E. Kellenberger
~~Register of Wills for Baltimore City~~
Notary Public

NOTARY PUBLIC

LINWOOD L. CLARK, Plaintiff,	:	
vs.	:	IN THE
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al., Defendants.	:	CIRCUIT COURT
	:	FOR
		ANNE ARUNDEL COUNTY
GRACE HART, CONSTANCE HART HARRISON, and THE SALVATION ARMY, a body corporate of the State of Georgia,	:	IN EQUITY
	:	No. 7782.
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased.	:	
	:	

. . . . . .

Filed 27, June 1940

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of R. Glenn Prout, Register of Wills for Anne Arundel County and intervenor as party Defendant by permission of this Honorable Court, to the Bill of Complaint filed jointly herein by Grace Hart, Constance Hart Harrison and The Salvation Army, respectfully shows:

(1) Respondent admits that the title of Chapter 294 of the Acts of 1939 is correctly set forth in paragraph 1 of the Bill.

(2) In answer to paragraph 2, Respondent states that the issue raised by the Bill relates to State of Maryland inheritance taxes. Respondent, is the duly commissioned Register of Wills for Anne Arundel County and such taxes are payable to

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him for the use of the State of Maryland and therefore Respondent has a direct interest in the declaration of rights which complainants seek.

(3) Respondent admits the allegations of paragraph 3.

(4) Respondent admits the allegations of paragraph 4.

(5) Respondent admits that the will of Walter H. Hart, deceased, contains provisions as outlined in paragraph 5 but refers the Court to the will itself for a complete statement of such provisions.

(6) Respondent admits the allegations of paragraph 6.

(7) Answering paragraph 7, Respondent admits that Grace Hart and Constance Hart Harrison, the daughters of the testator, on the one hand, and the Salvation Army, on the other, entered into a compromise agreement whereby the caveators agreed among other things not to interpose any objection to the entry of a verdict sustaining the will. The daughters further agreed to assign to the Salvation Army all their right, title and interest as legatees, devisees or annuitants under their father's will. Furthermore, by virtue of the agreement, the entire residuary estate passes to the Salvation Army which in turn agreed to transfer to the daughters one-half of the estate and property so passing to it but not to exceed property or cash of an aggregate value in excess of one hundred thousand dollars. Respondent respectfully refers the Court to the agreement itself for an exposition of its terms.

(8) Respondent admits the allegations of paragraph 8.

(9) Answering paragraph 9, Respondent admits that the Attorney General of Maryland, by opinion to the Respondent dated July 5,1939, a copy of which is filed as "Plaintiff's Exhibit A", ruled that an inheritance tax computed at the rate of seven and one-half per cent on the entire residuary estate

should be paid to the State of Maryland. Respondent has no knowledge of the advices, demands or intentions communicated by the Executor to the Salvation Army and hence neither admits nor denies the same but requires strict proof thereof insofar as they may be relevant to the issue.

(10) Respondent denies the conclusion of law set forth by two of the complainants in paragraph 10 that one-half of the estate and property of the decedent, not exceeding the value of one hundred thousand dollars, is subject to an inheritance tax of but one per cent. On the contrary, Respondent is advised and therefore avers that the said one-half share is to be received from the Salvation Army, as residuary legatee and devisee, by virtue of the compromise agreement, and not by virtue of the paper writing which has been judicially determined to be the last will and testament of Walter H. Hart, deceased; and that, with the exception of the value of the interests given the two daughters of the testator by the seventh item of the will, which interests the said daughters have agreed to assign to the said residuary legatee and devisee, the entire net estate of the decedent is taxable at the rate of seven and one-half per cent. Respondent is without knowledge as to whether the payment of the inheritance tax at seven and one-half per cent would reduce the net estate of decedent to an amount below $200,000 and neither admits nor denies such allegation but requires strict proof thereof.

(11) Answering paragraph 11, Respondent denies that the complainants Grace Hart and Constance Hart Harrison have any interest in the determination of the question presented unless it be shown that the payment of the tax at the rate of seven and one-half per cent as aforesaid reduces the net residuary

estate to an amount less than $200,000.

Wherefore, Respondent prays that this Court declare that he is entitled to receive an inheritance tax, for the use of the State of Maryland, computed in its entirety at the rate of seven and one-half per cent, that no part thereof be computed at a lesser rate, and that the further relief prayed for in the Bill of Complaint be denied.

And as in duty bound, etc.

William C. Walsh
Attorney General.

R. Glenn Prout
Register of Wills for
Anne Arundel County

Wm. L. Henderson
Deputy Attorney General,
Solicitors for R. Glenn Prout,
Defendant

STATE OF MARYLAND

to wit:

ANNE ARUNDEL COUNTY

I HEREBY CERTIFY that on this 25" day of June 1940, before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared R. Glenn Prout, Register of Wills for Anne Arundel County, and made oath in duty form of law that the matters and facts set forth in the foregoing Answer are true to the best of his knowledge, information and belief.

As Witness My Hand and Notarial Seal.

Clemence C. Burwell
Notary Public
Clemence C. Burwell
My com. exp. 5/5/41

In the Case of

Linwood L. Clark

vs.

Mercantile Trust Company
of Baltimore, Executor etc,
Et al

In the
Circuit Court
For
Anne Arundel County

To the Honorable, the Judges of said Court:

Filed Aug 28, 1940

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted. Laure R. Jickling Auditor.

Dr. Linwood L. Clark vs. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, et al. in ac.

To Executor for Commissions - 2% of gross income - $30,316.27	606	33		
Less State Tax thereon	60	63	545	70
To Executor for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Russell C. Turner, Sheriff - costs		75		
Jos. C. Deegan, Sheriff - costs	1	15		
Auditor - this account	54	00	75	90
To Executor for Expenses, viz:				
Capital-Gazette Press - Order Nisi -sale 12 Cheston Ave.	5	00		
Capital-Gazette Press - Order Nisi -sale Ferry Farms lot	5	00		
Capital-Gazette Press - Order Nisi on auditor's acct.	5	00		
Circuit Court for Howard County - costs	52	62		
Register of Wills (A.A. County) - costs	101	50		
C. & P. Telephone Co. - toll charges	17	10		
Mercantile Trust Co. - storage on oil paintings	15	00		
Venable, Baetjer & Howard - professional services	3,066	45		
Juliet D. Strahorn - stenographer's costs	20	00		
Linwood L. Clark - fee per order of Court 3/26/40	1,400	00		
Hyman Ginsberg - fee per order of Court 3/26/40	600	00		
Dorothy E. Hugg - Interest on $500.00 legacy 3/21/38 - 8/14/39	42	00		
Maryland Typewriter Rebuilding Co. - services	16	85		
Service Agents, Inc. - commissions	72	75		
Cons. Gas Electric Light & Power Co. - gas and electricity	104	37		
C. & P. Telephone Co. - service to #12 Church Circle	92	15		
G. E. Kellenberger - affidavits	2	75		
Community Coal Co. - furnishing coal for Garland Apartments	115	60		
J. B. Wailes - furnishing coal for Garland Apartments	155	40		
Annapolis Dairy Products Co. - coal for Admiral Apartments	445	98		
Consumers Coal Co. - fuel oil for # 12 Church Circle	185	32		
Miscellaneous Expense - stationery, postage, freight, etc.	95	76		
Hoff's Garage - repairs to truck	14	99		
Circuit Court for A. A. Co. - costs in #6476 Equity	10	75		

Hopper, Polk & Purnell, Inc. - insurance on real estate, plate glass, Workmen's Compensation, vacancy permits, etc.	501	51		
Salaries paid by Executor to various employees less Social Security Tax	3,474	37		
Collector of Internal Revenue - Social Security tax	66	37		
Maryland Unemployment Compensation Fund - employer's contribution to 3/31/40	93	41		
Expenses incurred by Executor in connection with management of real estate, including material and supplies, labor and all other maintenance expenses, as set forth in its report filed 6/10/40	2,331	66	12,949	88
To Executor for Taxes, viz:				
1939 Annapolis City taxes - personalty	93	67		
1939 Annapolis City taxes - real estate	2,053	51		
1940 State and County taxes - " "	4,750	15		
Register of Wills - State Tax on comms.	60	63		
Register of Wills - Collateral inheritance tax of 7½% on distributions reported	112	50	7,070	46
To Executor for Benefit Charges, viz:				
Annapolis Water Co. - water rent on Annapolis properties to 3/31/40	1,026	32		
Anne Arundel Co. Sanitary Comm. - water rent for Eastport properties	122	50		
Anne Arundel Co. Sanitary Comm. - water rent for Garland-Ferndale properties	75	50		
Anne Arundel County Sanitary Comm.- water and sewer benefit charges (various properties)	176	43	1,400	75
To Executor for following distribution under Will of Walter H. Hart:				
Theodore Burgess - legacy $500.00; Less collateral inheritance tax 37.50	462	50		
Dorothy E. Hugg - legacy $500.00; Less collateral inheritance tax 37.50	462	50		
Bertha May Foust -legacy $500.00; Less collateral inheritance tax 37.50	462	50		
Arthur E. Hall - legacy (exempt from inheritance tax)	100	00		
Linwood L. Clark- legacy " " "	100	00		
George B. Woelfel -legacy " " "	100	00		
Elfried Shawn - legacy " " "	16	00		
Albert J. Goodman- legacy " " "	10	00	1,713	50
BALANCE RETAINED BY EXECUTOR FOR FURTHER ACCOUNTING			30,874	89
			54,631	08

with Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased. Cr.

1939						
June	27	Amount of personal property and estate retained by Executor in its Second Administration Account filed in Orphans Court of Anne Arundel County			24,314	81
		Amount received from Robert F. Inman payment on account of debt			74	26
		Amount received from County Corporation of Maryland as gain over inventory value of Certificate of Beneficial Interest			106	70
		Proceeds of Sale of #12 Cheston Avenue, Annapolis, Md., as per Report of Sale ratified			3,000	00
		Amount of deposit account of sale Lot #54 Ferry Farms, forfeited by contract purchaser			100	00
		Amount of gross rent receipts from various properties, as set forth in Executor's Report of 6/10/40			26,733	32
		Amount received from Robert F. Inman and wife in connection with purchase of #81 First Street, under contract of sale			165	74
		Amount received from B. J. Hyde, Jr., as adjustment of 1940 taxes, revenue stamps, rent, etc, sale of #12 Cheston Avenue, Annapolis			67	73

Amount received as refund of fire insurance premium - #12 Cheston Ave.	5	47
Amount received from Charles F. Lee & Co., Agent - refund on commissions on rental of Green Gables	25	00
Amount received from L. O. Hund - refund of amount paid for services 11/23/37	14	25
Amount received from County Trust Co. of Md. - dividend on stock	2	80
Amount received from Annapolis Dairy Products Co. - dividend on stock	21	00
	54,631	08

ORDER NISI LIBER 73 PAGE 296

Linwood L. Clark

VERSUS

Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 7782 Equity.

Filed 28th Aug. 1940

ORDERED, This 28th day of August, 1940, That the Report and Account of the Auditor, filed this day in the above entitled cause, 18a

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th 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 30th day of September next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

Filed Oct 7, 1942

ORDERED BY THE COURT, this 7th day of October, 1942 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. 18c

Ridgely P. McLain
Judge

ORDER NISI

In The Circuit Court For Anne Arundel County
No. 7782 Equity

Linwood L. Clark
versus
Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al.

Ordered, this 28th day of August, 1940, That the Report and Account of the Auditor, filed this day in the above entitled cause, be ratified and confirmed, unless cause to the contrary be shown on or before the
30TH DAY OF 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 30th day of September next.
JOHN H. HOPKINS, 3rd, Clerk
True Copy:
Test: JOHN H. HOPKINS, 3rd. Clerk
8-12

Filed Oct 7, 1942

OFFICE OF
Evening Capital
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 20, 1941

We hereby certify, that the annexed Order Nisi - Equity 7782 Aud. Accnt Linwood L. Clark

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of September 1940 The first insertion being made the 29th day of August, 1940

THE CAPITAL-GAZETTE PRESS, INC.

No. EC 7921

By Lydia S. Griscom

18b

LINWOOD L. CLARK, Plaintiff, vs. MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al. Defendants.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 7782
.....	.....
GRACE HART, CONSTANCE HART HARRISON, and THE SALVATION ARMY, a body corporate of the State of Georgia, vs. MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased.	
.....	.....

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Filed Sept. 17, 1940

The answer of Mercantile Trust Company of Baltimore to the Bill of Complaint of Grace Hart and Constance Hart Harrison and The Salvation Army, a body corporate of the State of Georgia, against it in this Court exhibited, respectfully shows:

1. That your Respondent admits the matters and facts alleged in said Bill of Complaint to be true and prays that this Honorable Court may declare the rights and legal relations of the parties in respect to the question presented therein.

And further answering said Bill of Complaint this Respondent says that it is advised and believes that the one-half share of the estate and property of said decedent, not exceeding $100,000.00, passing to Grace Hart and Constance Hart Harrison is not subject to Maryland Inheritance Tax at the rate of seven

and one-half per centum (7½%) but on the contrary is subject to a Maryland Inheritance Tax at the rate of but one per centum (1%) as the said Grace and Constance are the daughters of said decedent and his only heirs at law and next of kin.

Your Respondent therefore prays that the second prayer of said Bill of Complaint may be granted and that an injunction may issue perpetually enjoining it from collecting or attempting to collect from the Plaintiff, The Salvation Army, a body corporate of the State of Georgia, a Maryland Inheritance Tax at the rate of seven and one-half per centum(7½%) on such portion of the estate and property of said decedent so passing to his said daughters.

AND your Respondent having fully answered said Bill of Complaint prays to be hence dismissed with its proper costs.

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of Walter H. Hart, dec'd.

By A. F. Dempsey
TRUST OFFICER

Venable, Baetjer, Howard
Solicitors.

STATE OF MARYLAND, CITY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 13th day of September, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore City~~, personally appeared A. F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing answer are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Gordon E. Kellenberger
Notary Public.

GORDON E. KELLENBERGER NOTARY PUBLIC ANNE ARUNDEL CO.

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.,	:	FOR
	:	ANNE ARUNDEL COUNTY
Defendants.	:	In Equity - No.7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That included among the estate and property of said decedent are the two lots of ground and premises known as Lots Nos. 6 & 7, Section A, Garland, Anne Arundel County, Maryland; said lots having been acquired by your petitioners, etc., at tax sale in the year 1935, at and for the price of $245.00; which said sale was duly reported to, ratified and confirmed by the Circuit Court for Anne Arundel County.

Filed Sept 17, 1940

2. That since the acquisition of said property by your petitioners said decedent, there has been expendedin connection therewith for taxes, Anne Arundel County Sanitary Commission Water and Sewer Benefit, water, repairs and insurance, the sum of $788.14; and your petitioner has collected as rental from said property the sum of $639.55, resulting in a deficit of $148.59 in expenses of said property, since acquisition, over rentals collected. That your petitioner has also charged as a part of the cost of said property interest on the original purchase price from October 19, 1935 to date of acquisition, October 19, 1936, at the rate of ten per cent; and from October 19, 1936 to June 19, 1940, at the rate of six per cent, amounting in the aggregate to $78.40; and in addition thereto your petitioner has likewise

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added to the cost of said property a commission of five per cent on collections of rentals, amounting to $31.98, making the total cost of said property to your petitioner's said decedent, as of June 19, 1940, $503.97.

3. That since the ratification of said sale your petitioner for other purposes in connection with the settlement of the estate of said decedent, had the title to said property examined by the Maryland Title Guarantee Company, which said Company reported your petitioner's title to be defective by reason of the fact that the property was advertised and sold as being Lots Nos. 6 & 7 Ferndale, whereas in fact they are actually Lots Nos. 6 & 7 on the Plat of Garland.

4. That at the time of the acquisition of said property by your petitioner's said decedent, the Annex Building Association of Baltimore City held a first mortgage on the property, and since then has requested your petitioner to reconvey the property to it for an amount equal to the total investment of your petitioner in the property, with interest at the rate of six per cent per annum from June 19, 1940, to date of settlement.

5. That your petitioner in view of the fact that the title to the property in the opinion of the Maryland Title Guarantee Company is defective, believes said sale, which as above stated will net to it its entire investment in the property with interest, is advantageous and to the benefit of all parties interested in its said estate.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and empowering it to execute a deed conveying said property, without warranty, to the Annex Building Association of Baltimore City, upon receiving from said Association the sum of $503.97, plus interest at the rate of six per cent per annum on $245.00, being the purchase price of said prop-

erty from June 19, 1940 to the date of passing said deed.

AND your petitioner, etc.

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the Estate of Walter H.
Hart, deceased,

Venable, Baetjer & Howard
Solicitors

By A. F. Dempsey
Trust Officer.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 13th day of September, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

GORDON E. KELLENBERGER
NOTARY PUBLIC
ANNE ARUNDEL CO.

Gordon E. Kellenberger
Notary Public.

LINWOOD L. CLARK, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al. Defendants.	:	In Equity - No. 7782

....

ORDERED this 17th day of Sept, 1940, by the Circuit Court for Anne Arundel County, in Equity, that Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to execute a deed for the property described as lots 6 and 7, Section A, Plat of Garland (Ferndale) Anne Arundel County, Maryland, to Annex Building Association of Baltimore City, upon receiving from said Association the sum of $503.97 with interest on $245.00 thereof at the rate of 6% per annum from June 19th, 1940 to the date of the passing of said title.

Filed Sept 17, 1940

Ridgely P. Melvin
JUDGE.

LINWOOD L. CLARK, Plaintiff,	:	IN THE CIRCUIT COURT
- vs -	:	FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al., Defendants.	:	In Equity - No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That included among the estate and property of said decedent are the following parcels of fee-simple real estate situate in Anne Arundel County, Maryland -

(1) The property known as 131-133 Charles Street, Annapolis, Maryland, also known as "The Hammond House".

(2) The property known as 23 St. John's Street, opposite St. John's College grounds in the City of Annapolis.

(3) The property known as Nos. 17-19 Shaw Street, inthe City of Annapolis.

(4) The property in the Second Election District of Anne Arundel County on the east side of Broad Creek, containing approximately fourteen and a half acres, and known as "Green Gables," improved by a modern bungalow.

(5) The property in the Second Election District of Anne Arundel County bounded on the north by Spa Creek and containing approximately three and one-third acres, and being known as "Ten Oaks".

(6) The property in the Second Election District of Anne Arundel County, in the village of Eastport, and known as No. 643 Bay Ridge Avenue.

2. That ~~all~~ some of the above-mentioned properties are now un-

Filed Oct 22, 1940

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productive and in the opinion of your petitioner are should now be sold.

3. That under the terms of an agreement of compromise heretofore ratified by the order of this Court passed on the 9th day of November 1939, your petitioner is restricted in the sale of any of the properties comprised within the estate of said decedent to those designated by the other parties to said agreement; viz, the two daughters of the testator and The Salvation Army, a body corporate of the State of Georgia. Said agreement further provided that at the time of making distribution your petitioner, after the payment of legacies, taxes, administration expenses, etc., should retain in its hands the sum of twenty-five thousand dollars for further accounting.

4. That in order to raise such sum of twenty-five thousand dollars and other monies needed in the settlement of the estate of said decedent, it is necessary that all of the above-mentioned properties be sold, and there is attached hereto as part hereof, the assent of the two daughters of the testator and The Salvation Army to the sale of said properties.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing the sale of said properties, at either public or private sale, at the best price obtainable therefor.

AND your petitioner, etc.

Venable, Baetjer & Howard
Solicitors

MERCANTILE TRUST COMPANY OF BALTIMORE,
By A. G. Thompson
TRUST OFFICER

STATE OF MARYLAND, BALTIMORE CITY, To-Wit -

I HEREBY CERTIFY, that on this 18th day of ~~September~~ October, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~ ANNE ARUNDEL COUNTY, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Gordon E. Kellenberger
Notary Public.

We hereby assent to the sale of the properties mentioned in the above and foregoing petition.

Grace Hart

Constance Hart Harrison
G. H.

THE SALVATION ARMY, a body corporate of the ~~State~~ of Georgia,

By [illegible]
Vice-President

The above order is agreed to
Richard B. Tippett
Attorney for Grace Hart
& Constance Hart Harrison

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
- vs -	:	FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.,	:	In Equity - No. 7782
Defendants.	:	

.....

Filed Oct. 22, 1940

ORDERED this 22nd day of October, 1940, by the Circuit Court for Anne Arundel County, In Equity, that the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to sell allof the fee-simple properties mentioned in the above and foregoing petition, at either public or private sale, for the best price obtainable therefor; provided that any such sale or sales be reported to this Court and the proceeds thereof be brought into this Court for proper distribution and accounting.

Rigby J. McLean
JUDGE.

LINWOOD L. CLARK,	:	IN THE
- vs -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, dec'd, et al.	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity, No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That included among the estate and property of the petitioner's said decedent are four lots of ground and premises each 20 x 100 feet and known as Lots 1 & 2, Square 5427, Lot 14, Square 5418 and Lot 15, Square 5417, in East Washington Park, Washington, D. C., said lots being appraised for taxes at $55, $58, $58 and $58, respectively.

2. That said lots at the time of the death of your petitioner's decedent were subject to taxes for the years 1934, 5, 6 & 7, and have since been sold at tax sale.

3. That your petitioner, considering said lots, which are in a very bad neighborhood, to be of no value, did not probate the will of its decedent in the District of Columbia, nor take any other steps designed to gain title and possession of said lots.

4. That your petitioner has now received an offer of one hundred dollars net for all four of said lots from Doris K. Dreitzler; the terms of sale being such as not to require your petitioner to probate the will of its decedent in the District of Columbia, or to take any other steps whatever to perfect or make a title to the purchaser, but merely to quit-claim to the purchaser any right, title or interest it may have as the executor of said decedent inand to such lots.

5. That your petitioner, subject to the ratification and approval of this Honorable Court, has agreed to quit-claim such lots upon the terms and conditions hereinabove set forth to Doris K. Dreitzler, the purchaser thereof.

Filed Dec. 23, 1940

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6. That your petitioner is advised that before selling said lots it must likewise, pursuant to the provisions of the agreement of comrpomise ratified and approved by this Honorable Court by its decree passed on November 9, 1939, secure the approval of the Salvation Army, a body corporate of the State of Georgia, and Grace Hart and Constance Hart Harrison, the two daughters of said decedent, which it has done and which is evidenced by the assent to such sale attached hereto signed by said parties.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and empowering it to quit-claim the lots in question unto Doris K. Dreitzler, the purchaser thereof, upon receiving from the said Doris K. Dreitzler the sum of one hundred dollars.

AND your petitioner, etc.

Mercantile Trust Company of Balto., Executor

Venable, Baetjer & Howard Solicitors By A. F. Dempsey TRUST OFFICER

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 19th day of ~~November~~ December, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

A. Di Paula
Notary Public.

The undersigned do hereby consent to the sale of all the right, title, interest or estate now held by the Mercantile Trust Company of Baltimore as the executor of the estate of Walter H. Hart, deceased, by way of quit-claim unto Doris K. Dreitzler, for the sum of one hundred dollars net to said executor.

The Salvation Army, a body corporate
of the State of Georgia,

By _____
Vice-President

Grace Hart

Constance Hart Harrison
G. Hart.

LINWOOD L. CLARK,	:	IN THE
- vs -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, dec'd, et al.	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity, No. 7782
	:	

.....

ORDERED by the Circuit Court for Anne Arundel County, in equity, this 23rd day of ~~November~~ December, 1940, upon the foregoing petition, affidavit and assents, that Mercantile Trust Company of Baltimore, executor of the estate of Walter H. Hart, deceased, be and it is hereby empowered to sell all of its right, title, interest and estate in and to the four lots in East Washington Park, Washington, D. C., and to give unto Doris K. Dreitzler a quit-claim deed therefor, upon receiving from the said Doris K. Dreitzler the sum of one hundred dollars.

Filed Dec. 23, 1940

Ridgely Melvin
Judge

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, Deceased, et al.,	:	ANNE ARUNDEL COUNTY
	:	In Equity, No. 7782
Defendants.	:	

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Mercantile Trust Company of Baltimore, Executor of the will of Walter H. Hart, deceased, respectfully shows -

1. That your reportant pursuant to the power and authority contained in the last will and testament of Walter H. Hart, deceased, and pursuant to an order of this Honorable Court passed on the 22nd day of October, 1940; after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Sun, The Evening Capital and The Washington Star, daily newspapers published in the Cities of Baltimore, Md., Annapolis, Md. and Washington, D. C., respectively, and in The Southern Maryland Times, a weekly newspaper published in Anne Arundel County, Md., for more than three successive weeks preceding the day of sale; did, pursuant to such notice, attend on the respective premises at the respective times set forth in the advertisement of sale hereinafter referred to, and then and there sold unto Clarence E. Tyler, at and for the sum of $4,000., he being then and there the highest bidder therefor, the property situate in the Second Election District of Anne Arundel County, in the Village of Eastport, on the northwest side of the public road leading from Eastport to Bay Ridge and having a frontage on said road of approximately 512 ft. 6 in., and containing in all 15 acres, more or less, saving and excepting thereout the lot situate on the northwest side of the public road leading from Eastport to

Filed Dec. 27, 1940

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Bay Ridge, having a frontage thereon of 58.55 ft. with a depth northwesterly of 150 ft. and improved by a two-and-a-half-story frame dwelling with a shingle roof, known as No. 643 Bay Ridge Avenue; and unto Charles O. Dullen, at and for the price of $4700., he being then and there the highest bidder therefor, the property in the City of Annapolis situate on the southwest side of Shaw Street 150 ft. northwest of Franklin Street, fronting 60 ft. on Shaw Street with an irregular depth southwesterly of 105 ft., more or less, the improvements whereon are known as 17-19 Shaw Street; and unto Philip Van Horn Weems, at and for the price of $5700., he being then and there the highest bidder therefor, the property in the City of Annapolis situate on the northwest side of Charles Street at the intersection of the northeast side of King Charles' Place, fronting northeasterly on Charles Street 60 ft., more or less, with a depth northwesterly of 86 ft., more or less, and known as the Hammond House, the improvements whereon are known as Nos. 131-133 Charles Street; and unto E. M. Jackson, Jr., at and for the price of $8500., he being then and there the highest bidder therefor, the property in the Second Election District of Anne Arundel County on the east side of Broad Creek, with an irregular frontage on said Creek of 1093.75 ft., more or less, and with an irregular depth easterly to the west side of the public road leading from Camp Parole to South River Ferry, fronting on said road 40 ft., more or less, and containing in all approximately 14-1/2 acres, and known as Green Gables.

This reportant further reports to this Honorable Court that it was unable to obtain a bid on the property referred to in the advertisement of sale, copy of which it attaches to this report of sale as part hereof, situate in the Second Election District of Anne Arundel County and known as Ten Oaks.

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor,

By _____
Trust Officer.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 10th day of December, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~ ANNE ARUNDEL COUNTY, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, 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 sales therein reported were fairly made.

WITNESS my hand and Notarial Seal.

Gordon E. Hellenbeyer
Notary Public.

Venable, Baetjer & Howard,
Attorneys At Law
Mercantile Trust Building, Balto., Md.
Richard R. Trippett, Attorney at Law
Mercantile Trust Building, Balto., Md.
Robert J. MacGregor, Attorney at Law
Fidelity Building, Balto., Md.
Carlyle Barton, Attorney at Law
Baltimore Life Building, Balto., Md.

EXECUTOR'S SALE
BY
PUBLIC AUCTION

Of the following valuable city and county fee simple parcels of real estate in and about Annapolis, Md., comprising fine dwelling with water front lot on Spa Creek, known as "Ten Oaks."

No. 643 Bay Ridge Ave.

Nos. 17-19 Shaw Street.

Nos. 131-133 Charles Street "The Hammond House."

Water front property on South River and Broad Creek containing about 14½ acres, with 1093.75 feet of water front known as "Green Gables," improved by a modern bungalow, etc.

All to be sold on the respective premises under power and authority contained in the last will and testament of Walter H. Burt, deceased and pursuant to an order of the Circuit Court for Anne Arundel County, in equity, passed on the 22nd day of October, 1940, on

WEDNESDAY, NOV. 27, 1940,
At The Hours Set Forth Below.

AT 1 P. M.

A certain tract of land in the Second Election District of Anne Arundel County described as being bounded on the north by Spa Creek, on the northeast by land of F. Lang, on the southeast by Severn Avenue and the land of William H. Burns, and on the west by Barber's Lane and also land of William H. Burns, except thereout 2 lots of 31 and 37 feet, respectively, in width facing Severn Avenue, each lot being approximately 150 feet in depth. The said tract comprising in all 3 1-3 acres more or less. Being heretofore known as "Ten Oaks." Improved by a two-story brick and stucco dwelling, metal roof containing living Room, Dining Room, Breakfast Room, Kitchen, Pantry, Bed Room, Music Room and Bath on first floor; 5 bed rooms and bath on second floor, oil burner, double garage, greenhouse, summer house, etc., with frontage on Spa Creek near Eastport Bridge.

AT 1:30 P. M.

All that lot of ground in the Second Election District of Anne Arundel County in the Village of Eastport on the northwest side of the public road leading from Eastport to Bay Ridge, having a frontage on said road of approximately 512 feet 6 inches and containing in all 15 acres more or less, saving and excepting thereout the lot situate on the northwest side of the public road leading from Eastport to Bay Ridge, having a frontage thereon of 58.35 feet with a depth northwesterly of 150 feet. Improved by a two-and-one-half story frame dwelling, shingle roof, living room, dining room and kitchen, 3 bed rooms and bath, hot water heat front and side porches, gas and electricity, front and back yard. Known as 643 Bay Ridge avenue.

AT 2 P. M.

Beginning for the same on the southwest side of Shaw Street 150 feet northwest of Franklin Street, fronting 60 feet on Shaw Street with an irregular depth southwesterly of 105 feet more or less. Each improved by two-story frame and stucco dwelling with living room, dining room, kitchen, pantry, 3 bed rooms, sewing room, pipeless furnace and garage. Know as 17-19 Shaw street.

AT 2:30 P. M.

Beginning for the same on the northwest side of Charles Street at the intersection of the northeast side of King Charles Place, fronting northeasterly on Charles Street sixty feet more or less, with a depth northwesterly of eighty-six feet more or less. Known as "The Hammond House" built in 1700, 2-story brick dwelling with metal roof. 131 consists of living room, dining room, kitchen, pantry, 3 bed rooms and bath, pipeless furnace heat. 133 consists of living room, dining room, kitchen, pantry, 4 bed rooms, study, bath, steam heat, etc. Now numbered 131-133 Charles St.

AT 3:30 P. M.

A tract of land in the Second Election District of Anne Arundel County on the east side of Broad creek, with an irregular frontage on said Creek of 1093.75 feet more or less, with an irregular depth easterly to the west side of the public road leading from Camp Parole to South River Ferry, fronting in said road forty feet more or less and containing in all, approximately 14½ acres, improved by a one-story frame dwelling, slate roof with living room, (large granite fireplace) dining room, kitchen, butler's pantry, pantry, 5 bed rooms, bath and shower bath, screened front porch and screened summer house, boathouse, double garage and barn, electric pump, hot water heat. Generally known as "Green Gables."

Terms of Sale: A deposit of $300 will be required upon each property at time of sale, balance cash upon ratification by the Circuit Court for Anne Arundel County. Adjustment of taxes and other expenses and interest on the unpaid balance of the purchase money to be computed from the day of sale.

MERCANTILE TRUST COMPANY
OF BALTIMORE Executor
E. T. Newell & Co., Inc., Auctioneers.
n-25

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Linwood L. Clark, Plaintiff	:	In the
vs.	:	Circuit Court
Mercantile Trust Company of Baltimore, Executor Walter H. Hart, dec'd., et al	:	for Anne Arundel County No. 7782 Equity

: : : : : : : : : : : : :

ORDER NISI

Filed 27, Dec. 1940

Ordered, this 27th, day of December, 1940, That the sale of the real estate made and reported by the Mercantile Trust Company of Baltimore, Executor Walter H. Hart, deceased, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th, day of January next.

The report states that the amount of sales to be $22,900.

John H. Hopkins, 3rd. Clerk.

GEO. B. WOELFEL, Attorney
In the Circuit Court for
Anne Arundel County
No. 7782—Equity
ORDER NISI
LINWOOD L. CLARK, Plaintiff
vs.
MERCANTILE TRUST COMPANY
of Baltimore, Executor
WALTER H. HART, Dec'd., et al

Filed 27th day of December, 1941

Ordered, this 27th day of December, 1940, that the sale of the real estate made and reported by the Mercantile Trust Company of Baltimore, Executor Walter H. Hart, deceased, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th, day of January next.

The report states that the amount of sales to be $22,900.

JOHN H. HOPKINS, 3rd, Clerk
True Copy:
Test: JOHN H. HOPKINS, 3rd., Clerk

OFFICE OF

THE ANNAPOLIS NEWS

Annapolis, Maryland

CERTIFICATE OF PUBLICATION

This is to Certify

That the annexed advertisement of

Order Nisi----Sale

was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28TH DAY OF JANUARY, 1941,

that is to say, the same was inserted in the issues of (1/3/41)(1/10/41)(1/17/41)(1/24/41)

THE ANNAPOLIS NEWS

R. M. TERHUNE

Business Manager

(Final Order)

LIBER 73 PAGE 316

Linwood L. Clark Plaintiff	:	In the
	:	Circuit Court
vs.	:	for
Mercantile Trust Company of Baltimore, Executor Walter H. Hart, dec'd., et al	:	Anne Arundel County No. 7782 Equity January Term 1941

: : : : : : : : : : :

ORDERED BY THE COURT, This 6th day of ~~January~~ February, 1941, that the sales made and reported by the Executor aforesaid, be and the same are hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Executor allowed the usual commissions and such proper expenses as it shall produce vouchers for the Auditor.

Filed Feb. 6, 1941

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, et al.,	:	ANNE ARUNDEL COUNTY
	:	In Equity, No. 7782
Defendants.	:	

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That comprised within the estate and property of said decedent is the piece or parcel of ground in the City of Annapolis, Maryland, described as follows -

> Beginning for the same on the north side of Charles Street at a point located S. 46 degrees 25 minutes W. 149.2 ft. from the intersection of the north property line with the curb line of Cathedral Street, and running thence and continuing with the north property line of Charles Street, S. 46 degrees 25 minutes W. 33.0 ft. to the center line of a 6 foot alley, thence leaving Charles Street and running with the center of said alley in a westerly direction 85.5 ft. to a picket fence, thence with said picket fence in a northerly direction 31.7 ft. to the corner of said picket fence and a concrete wall, thence at right angles to Charles Street S. 43 degrees 35 minutes E. 87.2 ft. to the place of beginning.

The improvements whereon are known as Nos. 83 & 85 Charles Street.

Filed Jany 10, 1941

2. That your reportant, subject to the ratification and approval of this Honorable Court, has sold said property at private sale unto Stanley J. Reynolds, at and for the sum of $2600., of which $300.00 has been paid on account, and the balance of $2300. is to be paid in cash upon ratification of said sale, all of which will more fully appear by reference to the contract of sale thereof dated December 3, 1940, filed herewith as part hereof.

3. The price of $2600. in the opinion of your reportant represents the reasonable and fair value of said property, and

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said sale is to the benefit and advantage of all persons interested in said estate, and has been approved by all of such parties, as is evidenced by their assent to said sale attached hereto as part hereof.

WHEREFORE, your reportant prays this Honorable Court to pass an order ratifying said sale.

Mercantile Trust Company of Balto., Executor

By A. F. Dempsey

TRUST OFFICER

Venable, Baetjer & Howard
Solicitors

The undersigned hereby assent to the sale herein reported, and pray that this Court will ratify and confirm the same.

The Salvation Army, a body corporate of the State of Georgia,

By _____ Vice-President

Grace Hart, G.H.

Constance Hart Harrison, G.H.

STATE OF MARYLAND, ~~BALTIMORE CITY~~ Anne Arundel Co., To-Wit:

I HEREBY CERTIFY, That on this 8th day of ~~December~~ January, ~~1940~~ 1941, before me, the subscriber, a notary public of the State of Maryland, in and for ~~the City aforesaid~~ ANNE ARUNDEL COUNTY, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein stated, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

Gordon E. Kellenberger
Notary Public.

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 319

This Agreement, Made this 3RD day of ~~November~~ DECEMBER, 1940,

between

~~and~~ MERCANTILE TRUST COMPANY OF BALTIMORE, Executor under the Will of Walter H. Hart, Deceased (hereinafter called "Vendor"),

and STANLEY J. REYNOLDS

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, ~~[illegible]~~ situate in the City of Annapolis, Maryland, known as #83-85 Charles Street.

at and for the sum of - - - - - TWENTY SIX HUNDRED - - - - - - - - - - - Dollars ($2,600.00), payable as follows:

$ 300.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

in cash upon ratification of this sale by the Circuit Court for Anne Arundel County.

Rent, taxes, special paving tax, water rent ~~[illegible]~~ to be adjusted and apportioned to The Date of Final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE, Executor as aforesaid

By A. F. Hempsey Trust Officer

ORGANIZED MAY 1 1884 MERCANTILE TRUST COMPANY OF BALTIMORE

Attest: O. Wilson Jr. ASSISTANT SECRETARY

Test: (SEAL)

Dorothy H. Mitchell

Stanley J. Reynolds (SEAL)

Stanley J. Reynolds

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LIBER 73 PAGE 320

Order Nisi

Linwood L. Clark,

versus

The Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Ordered, this 10th day of January, 19 41, That the sale of the real estate made and reported by The Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of February next.

The report states that the amount of sales to be $2600.00

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John H. Hopkins 3rd Clerk.

True Copy,

TEST: John H. Hopkins 3rd Clerk.

GEO. B. WOELFEL
Attorney
Anne Arundel County
Annapolis, Md.

ORDER NISI

In the Circuit Court for Anne Arundel County No. 7782 Equity.
LINWOOD L. CLARK
vs.
The MERCANTILE TRUST CO. of Baltimore, Executor of the Estate of Walter H. Hart, deceased et al.

Ordered, this 10th day of January, 1941, That the sale of the real estate made and reported by The Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th, 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 10th day of February next.

The report states that the amount of sales to be $2600.00.

John H. Hopkins, 3rd, Clerk.
True Copy, (George B. Woelfel, Atty.)
TEST: John H. Hopkins, 3rd Clerk.

Filed Feby 14, 1941

OFFICE OF

THE ANNAPOLIS NEWS

Annapolis, Maryland

CERTIFICATE OF PUBLICATION

This is to Certify

That the annexed advertisement of

ORDER NISI----SALE

was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of February, 1941,

that is to say, the same was inserted in the issues of 1/17th, 1/24th, 1/31st, and 2/7/41

THE ANNAPOLIS NEWS

R. M. TERHUNE
Business Manager

~~Filed 13 Feby 1941~~

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LINWOOD L. CLARK,	:	IN THE
- vs -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity, No. 7782
	:	

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That comprised within the estate and property of said decedent is the piece or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, described as follows -

> All that piece or parcel of ground situate on the northwesterly building line of Franklin Street 230 ft. 6 in. southwest of the northeast corner of the brick dwelling house occupied for many years by the Cashier of the Farmers National Bank at the corner of said street and Church Circle, thence southwesterly on Franklin Street 46 ft. 6 in., more or less, with an irregular depth of even width northwesterly of 131 ft., more or less.

The improvements whereon are known as No. 77 Franklin Street.

Filed Feb. 14, 1941

2. That your Reportant, subject to the ratification and approval of this Honorable Court, has sold said property at private sale unto Edward D. Johnson, at and for the sum of fifty-two hundred dollars, of which three hundred dollars has been paid on account, and the balance of forty-nine hundred dollars is to be paid upon ratification of said sale by this Honorable Court, all of which will more fully appear by reference to the contract of sale thereof dated January 8, 1941, filed herewith as part hereof.

3. That the price of fifty-two hundred dollars in the opinion of your Reportant represents the fair and reasonable value of said property, and said sale is to the benefit and advantage of all persons interested in said property and has been approved by all of such persons, as is evidenced by their assent to said sale

attached hereto as part hereof.

WHEREFORE, your Reportant prays this Honorable Court to pass an order ratifying said sale.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,

By _____
TRUST OFFICER

Venable, Baetjer & Howard
Solicitors

The undersigned hereby assent to the sale herein reported and pray that this Honorable Court will ratify and confirm the same.

SALVATION ARMY, a body corporate of the State of Georgia,

By _____
Vice-President

Grace Hart

Constance Hart Harrison, G.H.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 13th day of ~~January~~ February, 1941, before me, the subscriber, a notary public of the State of Maryland, in and for ~~the City aforesaid~~ ANNE ARUNDEL COUNTY, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true as therein set forth, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

Gordon E. Kellenberger
Notary Public.

GORDON E. KELLENBERGER NOTARY PUBLIC ANNE ARUNDEL CO.

CONTRACT OF SALE—FEE SIMPLE LIBER 73 PAGE 323

This Agreement,

Made this 8th day of January, 1941,

xxxxxxx

xxxMERCANTILE TRUST COMPANY OF BALTIMORE, Executor under the Will of Walter H. Hart, deceased - - - - - - - - - - - - (hereinafter called "Vendor"),

and - - - EDWARD D. JOHNSON - (hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in xxxxxxxxxxxx the City of Annapolis, Anne Arundel County, Maryland, and known as No. 77 Franklin Street, - - - - - - - - - - - - - - - - - at and for the sum of Five thousand two hundred - - - - - - - - - - Dollars ($5,200.00), payable as follows:

$300.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

in cash upon ratification of this sale by the Circuit Court for Anne Arundel County, or any other Court of competent jurisdiction.

Rent, taxes, special paving tax, water rent axxxxxxx to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit - - - - - - - - - - Court for Anne Arundel County or any other Court of competent jurisdiction.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: .... (SEAL)

Attest: [illegible], Assistant Secretary

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor as aforesaid.
By [illegible] Trust Officer

Test: Dorothy N. Mitchell — Edward D. Johnson (SEAL)
Edward D. Johnson

.... (SEAL)

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LIBER 73 PAGE 324

Order Nisi

Lenwood L. Clark

versus

Mercantile Trust Company of Baltimore, Executor

Walter H. Hart, deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782. Equity

Filed 14th Feb. 1941

Ordered, this 14 day of February, 1941, That the sale of the Property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore ~~Trustees,~~ executor of the Estate of Walter H. Hart, deceased,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of March next.

The report states that the amount of sales to be $ 5200 00.

John H. Hopkins 3rd Clerk.

True Copy,

TEST: John H. Hopkins 3rd Clerk.

34

GEO. B. WOELFEL
Attorney
Anne Arundel County
ORDER NISI
In The Circuit Court
For Anne Arundel County
No. 7782—Equity
LENWOOD L. CLARK
versus
MERCANTILE TRUST CO.
of Baltimore, Executor
Walter H. Hart, Deceased, et al.

Filed Mar. 21, 1941

Ordered, this 14th day of February, 1941, That the sale of the property mentioned in their proceedings made and reported by Mercantile Trust Co. of Baltimore, executor of the estate of Walter H. Hart, deceased, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of March next.

The report states that the amount of sales to be $5,200.00.

John H. Hopkins, III, Clerk

True Copy,

Test: John H. Hopkins, III, Clerk

OFFICE OF

THE ANNAPOLIS NEWS

Annapolis, Maryland

This is to Certify

That the annexed advertisement of Order Nisi Lenwood L Clark vs. Mercantile Trust Co.

was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for 4 **successive weeks before the** March 18.

that is to say, the same was inserted in the issues of Feb 14th. 21st. 28th. and march 7th. 1941

THE ANNAPOLIS NEWS

R. M. TERHUNE

Business Manager

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(Final Order).

Filed March 21, 1941

Linwood L. Clark

versus

Mercantile Trust Co. of Baltimore, Executor Walter H. Hart, dec'd

LIBER 73 PAGE 325 IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of March, 1941.

that the sale made and reported by the ~~Trustee~~ Executor 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~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Raymond Mulvaney, Judge

.96

Linwood L. Clark	:	No. 7782 Equity
vs.	:	In the
	:	Circuit Court
Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, et al	:	for
	:	Anne Arundel County

: : : : : : : : : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of the Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows:

1.

That heretofore, to wit: On the 10th day of January last your Petitioner filed its report of sale of certain real estate therein described to Stanley J. Reynolds at and for the sum of Twenty-Six Hundred ($2,600) Dollars of which said amount Three Hundred ($300) Dollars had been paid in cash.

Filed Feby. 14, 1941

2.

That the order nisi is now running on this report of sale whence your Petitioner's attention has been called to the fact that the description in the aforesaid report of sale is not the same as the actual survey of the land has disclosed.

3.

That the purchaser Stanley J. Reynolds desires to go through with the contract of sale but requests that the actual description to be used in his deed would correspond with that in the report of sale.

Wherefore, your Petitioner prays:

1. That leave of this Court may be had and obtained to file an amended report of sale wherein the only change to be made will be in the description of the property.
2. And for such other and further relief as your Petitioner may require.

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And as in duty bound, etc.

Mercantile Trust Company of Baltimore,
Executor of the Estate of Walter H.
Hart, deceased,

By _____
Trust Officer

ORDER OF COURT

Filed Feb 17, 1941

Upon the aforegoing petition, it is this 17th day of February, in the year 1941, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that leave be and the same is hereby granted to your Petitioner in this cause to file its amended report of sale and that an order nisi in regular course be published on the basis of the amended report.

_____
Judge

Linwood L. Clark	:	No. 7782 Equity
	:	In the
vs.	:	Circuit Court
Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al	:	for
	:	Anne Arundel County

: : : : : : : : : : :

To the Honorable, the Judge of said Court:

The amended report of sale of the Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, with leave of this Honorable Court first being had and obtained, respectfully shows:

1. That comprised within the estate and property of said decedent is the piece or parcel of ground in the City of Annapolis, Maryland, described as follows:

> Beginning for the same at the southwest end of an old wall on the northwest side of Charles Street, the said beginning being distant in a southwest direction 141.77 feet from the point of intersection formed by the northwest side of the said Charles Street and the southwest side of Cathedral Street, the said place of beginning is also distant north 43° 32' west 7.8 feet from a line cut in the face of the curb on the said mentioned Charles Street, thence running from the beginning point so fixed leaving the said Charles Street and along the northeast edge of an old wall heretofore erected on the lot now being described so as to form a division between the lot now being described and the property adjoining hereto on the northeast, north 43° 32' west 85.9 feet, thence leaving said wall and running with a fence heretofore erected, south 43° 32' west 31.15 feet to an iron pipe now set at the northeast edge of a fence post, thence running with another fence heretofore erected so as to form a division between the lot now being described and the property adjoining hereto on the southwest and also passing center between house lot #83 situated on the lot now being described and house lot #81 adjoining hereto on the southwest, south 43° 08' east 84.4 feet to the northwest side of the aforementioned Charles Street, the said last mentioned point being distant north 43° 08' west 7.8 feet from a line cut in the face of the curb on the said Charles Street, thence running along the northwest side of the said Charles Street north 46° 24' east 31.85 feet to the place of beginning. Being a lot of ground upon which is situated house lots #83 and 85 Charles Street. The above described lot is according to a survey and plat by J. Revell Carr January 1941. The bearings are old magnetic and are for convenience of description only.

Filed Feb. 17, 1941

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2. That your reportant, subject to the ratification and approval of this Honorable Court, has sold said property at private sale unto Stanley J. Reynolds, at and for the sum of $2600., of which $300.00 has been paid on account, and the balance of $2300. is to be paid in cash upon ratification of said sale, all of which will more fully appear by reference to the contract of sale thereof dated December 3rd, 1940, filed with the original report of sale.

3. The price of $2600. in the opinion of your reportant represents the reasonable and fair value of said property, and said sale is to the benefit and advantage of all persons interested in said estate, and has been approved by all of such parties, as is evidenced by their assent to said sale attached to the original report of sale.

Wherefore, your reportant prays this Honorable Court to pass an order ratifying said sale.

Mercantile Trust Company of Balto.,
Executor of the Estate of Walter H. Hart, deceased
By A. F. Dempsey
Trust Officer

STATE OF MARYLAND, ~~ANNE ARUNDEL COUNTY~~ Baltimore City, to wit:

I hereby certify, that on this 13TH day of February, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel County~~ Baltimore City aforesaid, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true as therein stated, and that said sale was fairly made.

Witness my hand and seal Notarial.

Leo G. Horney
Notary Public

LEO G. HORNEY NOTARY PUBLIC BALTIMORE, MD.

LIBER 73 PAGE 330

Order Nisi

Linwood L. Clark

versus

Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Filed 25th Feby 1941

Ordered, this 25th day of February, 1941, That the sale of the property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of March next.

The report states that the amount of sales to be $ 2600.00

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John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

GEO. B. WOELFEL
Attorney
Anne Arundel County

ORDER NISI

In The Circuit Court
For Anne Arundel County
No. 7782—Equity
LINWOOD L. CLARK
Vs.
MERCANTILE TRLUST CO.
of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et. al.

Filed 29th March 1941

Ordered, this 25th day of February, 1941, That the Amended Report of property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th days 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 29th day of March next.

The report states that the amount of sales to be $2,600.00.

John H. Hopkins, 3rd, Clerk

True Copy,

Test: John H. Hopkins, 3rd, Clerk

OFFICE OF

THE ANNAPOLIS NEWS

Annapolis, Maryland

Linwood L. Clark

vs.

Mercantile Trust Company

This is to Certify

That the annexed advertisement of

Order Nisi on Report of Sale

was inserted in THE ANNAPOLIS NEWS, a weekly newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 29th day of March, 1941,

that is to say, the same was inserted in the issues of Feb. 28th, Mar. 7th, 14th and 21st

THE ANNAPOLIS NEWS

~~R. M. TERHUNE~~

Edw. R. Raymond Business Manager

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(Final Order)

LIBER 73 PAGE 331

Linwood L. Clark,

versus

Mercantile Trust Company of Baltimore, Executor etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed March 31, 1941

ORDERED BY THE COURT, This 31 day of March, 1941 that the sale made and reported by the ~~Trustee~~ Executor 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~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Rigby D. McLain
Judge

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LINWOOD L. CLARK, Plaintiff, vs. MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, Deceased, et al., Defendants.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity, No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the Mercantile Trust Company of Baltimore, Executor of the will of Walter H. Hart, deceased, respectfully shows:

1. By order heretofore passed in this cause, your petitioner was authorized and empowered to make sales of certain of the real property comprised within the estate of its said decedent, among such property being the property Nos. 17-19 Shaw Street, Annapolis, Maryland.

2. That in pursuance of said order, your petitioner sold said property at public auction on the premises on the 27th day of November, 1940, at 2:00 O'Clock, and thereafter reported its said sale to this Honorable Court.

3. That in its said Report of Sale, it reported the purchaser of the property Nos. 17-19 Shaw Street to be Charles O. Dullen, whereas, in fact, the property was purchased by a Charles O. Dulin.

4. That your petitioner is advised that it is necessary that said error in the name of the purchaser be corrected.

WHEREFORE your petitioner prays this Honorable Court to pass an order permitting it to amend its report of sale to the extent of inserting Charles O. Dulin as the purchaser of the property Nos. 17-19 Shaw Street in lieu and instead of Charles O. Dullen as reported in said sale.

AND your petitioner, etc.

Mercantile Trust Company of Baltimore,

By A. F. Dempsey
Trust Officer.

Venable, Baetjer & Howard
Solicitors.

Filed Feb. 24, 1941

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 20th day of February, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE CITY, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

Leo G. Horney
Notary Public.

LEO G. HORNEY NOTARY PUBLIC BALTIMORE CITY

41

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
vs.	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, Deceased, et al.,	:	ANNE ARUNDEL COUNTY
	:	In Equity, No. 7782
Defendants.	:	

.....

ORDERED this 24th day of February, 1941, by the Circuit Court for Anne Arundel County, that Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to amend its report of sale filed herein on the 27th day of December, 1940, to the extent of naming Charles O. Dulin as the purchaser of the property Nos. 17-19 Shaw Street, Annapolis, Maryland, instead and in lieu of Charles O. Dullen as the said report set forth.

Filed Feb. 24, 1941

IT IS FURTHER ORDERED that said amendment in the discretion of said Executor be made by interlineation.

Judge.

LINWOOD L. CLARK,	:	
- vs -	:	IN THE
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased, et al.	:	CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity, No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That comprised within the estate and property of said decedent is the piece or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, described as follows -

> SITUATE on the southwest side of St. John's Street 315-1/2 ft. northwest of College Avenue; thence northwesterly on St. John's Street 25 ft. with a depth southwesterly of 142 ft., more or less. The improvements thereon being known as No. 23 St. John's Street.
>
> BEING the same lot of ground described in a deed from Ridgely P. Melvin, et al., Trustees to Walter H. Hart, dated October 20, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 68, folio 463.
>
> SUBJECT to the legal operation and effect of a deed from Anna C. Ryan and Husband, et al., to the Baltimore & Annapolis Short Line Railroad Company dated April 11, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 33, folio 187.

Filed March 28, 1941

2. That your Reportant, subject to the ratification and approval of this Honorable Court, offered said property to the Housing Authority of the City of Annapolis, at and for the price of twenty-five hundred dollars ($2500), all cash upon transfer of title to the Authority; and said Authority has now notified your Reportant of the acceptance of said offer, as will appear from the letter of Harry R. England, Executive Director of the Authority, attached hereto as part hereof.

3. That the purchase price of twenty-five hundred dollars in the opinion of your Reportant represents the fair and reasonable value of said property, and said sale is to the benefit and

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advantage of all persons interested in said property, and has been approved by all of such persons as is evidenced by their assent to said sale attached hereto as part hereof.

WHEREFORE, your Reportant prays this Honorable Court to pass an order ratifying said sale.

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the Estate of Walter H. Hart, deceased,

By A. F. Dempsey
Trust Officer.

Venable, Baetjer & Howard
Solicitors

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 26th day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth, to the best of his knowledge and belief, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

Leo J. Horney
Notary Public.

The undersigned hereby assent to the sale herein reported, and pray that this Honorable Court will ratify and approve the same.

THE SALVATION ARMY, a body corporate of the State of Georgia,

By [illegible]
Vice-President

Grace Hart,

Constance Hart Harrison,
G.H.

LIBER 73 PAGE 336

HOUSING AUTHORITY

OF THE CITY OF ANNAPOLIS

15 WEST STREET

ANNAPOLIS - MARYLAND

Commissioners of the Authority:

WILLIAM F. STROMEYER
HARRY R. ENGLAND
CARL P. RUSSELL
JAMES A. HALEY
MORRIS D. GILMORE

WILLIAM F. STROMEYER
Chairman

HARRY R. ENGLAND
Vice-Chairman

GEORGE B. WOELFEL
Counselor

B. EVERETT BEAVIN
Executive Director

March 3rd, 1941

In reply please refer to:
File 1-73.7

Mr. A. F. Dempsey, Trust Officer
Walter H. Hart Estate
Mercantile Trust Company of Baltimore
Baltimore, Calvert and Redwood Streets
Baltimore, Maryland

Dear Mr. Dempsey:

It is a pleasure to inform you that as of this date the Housing Authority of the City of Annapolis has accepted your Offer of Sale of Land.

You will be notified as to the time and place of settlement.

Very truly yours,

Harry R. England

Harry R. England
Executive Director

HRE:n

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USHA 422
(Rev. 11-15-38)

LIBER 73 PAGE 337

OFFER OF SALE OF LAND

Estate of Walter Hart

Parcel 7
ED-1-3

In consideration of the sum of one dollar ($1) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned (hereinafter called the "seller"), being the owner thereof, hereby offers and agrees to sell and convey to the Housing Authority of the City of Annapolis (hereinafter called the "Local Authority") or its assignee or nominee the following-described property, located in the city of Annapolis, county of Anne Arundel, State of Maryland

Lot, dwelling and other improvements, located at 29 St. John's St.

upon the following terms and conditions:

Upon closing, the seller shall convey to the Local Authority or its assignee or nominee by general warranty deed a good and marketable fee-simple title thereto, together with all improvements, hereditaments, and appurtenances thereunto belonging, free and clear of all liens (except liens for current taxes and assessments), easements, restrictions, delinquent taxes and assessments, leases and encumbrances of any kind, existing or inchoate with proper release of dower, curtesy, and waiver of homestead rights, if any, together with all of his right, title, and interest in and to any streets or alleys adjoining or abutting thereon. Taxes and assessments shall be adjusted as of the time of closing. Possession shall be delivered to the Authority at the time of closing.

The total purchase price shall be $ 2500.00 All expenses of examination of title and of preparation and recording the deed shall be paid by the Local Authority. Payment of the purchase price shall be made upon transfer of title to the Local Authority.

This offer shall be irrevocable for a period of 30 days from the date hereof and shall remain in force thereafter until terminated by the seller. Such termination may be effected at any time after the expiration of such ..... day period by seller giving 30 days' prior written notice to the Authority of such termination. In accepting this offer the Local Authority shall endorse its acceptance hereon and mail notice thereof to the seller at the address specified below. The Local Authority shall specify the place and time of closing, which shall be not more than 60 days after the date of acceptance. The seller agrees that this offer shall not be revocable and that he will not sell, mortgage, encumber, or otherwise dispose of such property or any part thereof prior to said expiration date, except to the Local Authority. This agreement shall be binding upon the seller and his heirs, executors, administrators, successors, and assigns.

Notwithstanding the prior exercise of this offer, the Local Authority in lieu of completing the purchase of said premises may, at any time prior to closing, proceed to acquire the same by condemnation. The seller agrees, as an independent stipulation, which shall survive the expiration or cancelation of this offer, to such condemnation upon the payment of just compensation, which shall be the purchase price above stated, which price the seller hereby declares to be the fair market value of said premises, inclusive of every interest therein.

Loss or damage to the property by fire or casualty shall be at the risk of the seller until title has been conveyed to the Local Authority.

This sale is subject to ratification by the Circuit Court for Anne Arundel County.

Signed, sealed, and delivered in the presence of:

Attest: H. S. Keyser II
Asst. Secretary

Mercantile Trust Company of Baltimore
By [signature] [SEAL]
Trust Officer
Executor Estate Walter H. Hart, dec'd
Address .....

APPROVED:

..... [SEAL]

By ..... Address .....

ACCEPTED:

..... [SEAL]

..... (Local Authority) Address .....

..... [SEAL]

By ..... Address .....

U. S. GOVERNMENT PRINTING OFFICE 118144

Order Nisi

Linwood L. Clark

versus

Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Ordered, this 28th day of March, 1941, That the sale of the property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Executor ~~Trustee~~, of the Estate of Walter H. Hart, deceased,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of April next.

The report states that the amount of sales to be $ 2,500.00

Filed March 28, 1941

John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Linwood L. Clark,

versus

Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This day of , 19

that the sale made and reported by the Trustee aforesaid, be and the same hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

no contest

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LINWOOD L. CLARK, Complainant	:	IN THE
vs.	:	CIRCUIT COURT OF
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, Defendants	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 7782

TO THE HONORABLE THE JUDGE OF SAID COURT:

1. The petition of Edward D. Johnson of Anne Arundel County, respectfully recites that by a report of sale filed in this cause on February 14, 1941, by the Mercantile Trust Company of Baltimore, Executor, the sale of the property known as No. 77 Franklin Street, in the City of Annapolis, was reported to Edward D. Johnson at and for the sum of Fifty-two Hundred Dollars ($5200.00), which sale was approved and finally ratified by this Court on March 1, 1941.

2. That your petitioner did in fact purchase said property for himself and his wife, Elise B. Johnson, but he inadvertently omitted his wife's name from the contract to purchase.

Wherefore your petitioner prays this Honorable Court to pass its order authorizing the amendment of said report of sale to recite the same as having been made to the said Edward D. Johnson and Elise B. Johnson.

And as in duty bound, etc.

Filed April 1, 1941

Attorney for Petitioner

George B. Maciel

Edward D. Johnson
Edward D. Johnson

We the undersigned, Elise B. Johnson and the Mercantile Trust Company of Baltimore, Executor, hereby assent to the relief prayed for in the aforegoing petition.

Elise B. Johnson
Elise B. Johnson

MERCANTILE TRUST COMPANY OF BALTIMORE, EXECUTOR

By: A. F. Dampman
Trust Officer

ORDER

The aforegoing petition and assent having been read and considered, it is ordered this 1st day of April, 1941 by the Circuit Court of Anne Arundel County, that the sale heretofore reported to this Court by the Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart for the sale of property No. 77 Franklin Street, in the City of Annapolis be and the same is hereby amended to read that the sale was made to Edward D. Johnson and Elise B. Johnson, his wife and the Mercantile Trust Company of Baltimore, Executor, is hereby authorized and directed to execute and deliver unto the said Edward D. Johnson and Elise B. Johnson, his wife, a deed conveying said property upon the receipt of the purchase money for the same.

Filed April 1, 1941

Ridgely P. Melvin
Judge

LINWOOD L. CLARK Plaintiff, vs. MERCANTILE TRUST COMPANY OF BALTIMORE, Executor, Walter H. Hart, Deceased, et al., Defendants.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity, No. 7782

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

TO THE HONORABLE, THE JUDGE OF SAID COURT :

The Petition of Mercantile Trust Company of Baltimore, Executor of the will of Walter H. Hart, deceased, respectfully shows:

1. That the Testator, Walter H. Hart, prior to his death, was engaged in the real estate business and owned a considerable number of properties, some of which he rented furnished.

2. That the testator accordingly had a vast quantity of furniture on hand at the time of his death, located in these various rented properties.

3. That the will of the decedent provided for the liquidation of his estate over a period of ten years which, your petitioner, under various orders of this Court, is proceeding to do through the sale of certain of said properties.

4. That upon the sale of certain of said properties and indeed even prior thereto, it was necessary from time to time, in order to expeditiously conduct the affairs of the estate of said decedent, to move furniture from one house or apartment to another as occasion required.

5. That since the sale of certain of said houses there is now a surplus of furniture on hand and such surplus, unless disposed of, will continue to grow as the properties are sold from time to time, and it is therefore necessary and would be advantageous, from time to time, to dispose of the furniture and household effects not needed in the remaining rented houses and apartments.

Filed April 1, 1941

WHEREFORE, your petitioner prays this Honorable Court to pass an order to authorize it, from time to time, and as occasion may arise, to make sales of such surplus furniture and household effects at the best price obtainable therefore either through private sale or sale at public auction.

AND your petitioner, etc.,

George B. Maefel
Venable, Baetjer & Howard
Solicitors

Mercantile Trust Company of Baltimore, Executor,
BY A. G. Dempsey
Trust Officer

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STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 31st day of March, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared A. F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

WITNESS my hand and notarial seal

Leo G. Horney
Notary Public

LEO G. HORNEY NOTARY PUBLIC BALTIMORE, MD.

LINWOOD L. CLARK Plaintiff, vs. MERCANTILE TRUST COMPANY OF BALTIMORE, Executor, Walter H. Hart, Deceased, et al., Defendants.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity, No. 7782

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

ORDERED by the Circuit Court for Anne Arundel County, in equity, this 1st day of April, 1941, upon the aforegoing petition and affidavit, that Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to sell, from time to time, and as occasion may arise, any portion of, or all of the surplus household furniture and household effects belonging to the estate of its decedent, which, in its discretion, is found not to be needed in the future conduct of the affairs of the estate of its said decedent.

Filed April 1, 1941

IT IS FURTHER ORDERED, that such sales shall be made from time to time by the said Executor, at the best prices obtainable therefore either through private sale or sale at public auction.

Rigby P. Mitchell
JUDGE

Linwood L. Clark	:	No. 7782 Equity
vs.	:	Circuit Court
Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased.	:	Anne Arundel County

To The Honorable, The Judges of said Court:

The petition of P. V. H. Weems respectfully shows:

1. That in pursuance of the above titled proceedings The Mercantile Trust Company of Baltimore, thereunto duly authorized sold at public auction realty located on Charles Street and King Charles Place, Annapolis, Maryland, known as #131-133 Charles Street, and the same was then and there purchased by the petitioner for the sum of $5700.00. That the said sale was duly reported to this Court by report of sale filed in said proceedings on December 27, 1940, and has been finally ratified by this Court, and the purchase price is about to be paid and a conveyance of the land executed.

2. That the petitioner desires that Philip V. H. Weems, Jr. be substituted in his stead as purchaser; and the said Philip V. H. Weems, Jr. is willing to be substituted as purchaser, and the Mercantile Trust Company of Baltimore is willing that he should be substituted as purchaser, as is evidenced by certificates attached hereto.

Filed April 18, 1941

To The End, Therefore:

1. That Philip V.H. Weems, Jr. be substituted in the place of the petitioner as purchaser of the said property at the said sale.

2. And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Margaret Thachray Weems
Wife of P.V.H. Weems

P V H Weems
Petitioner

James L. Woodward
Solicitor

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4 APRIL 1941
E-2-11 FMF
GUANTANAMO BAY, CUBA

To whom it may concern,

I hereby authorize P.V.H. Weems to have the house 131-133 Charles St, ~~Ca~~ Annapolis, Md. deeded to me.

P.V.H. Weems Jr.
2nd Lt USMCR

CERTIFICATE OF CONSENT OF THE MERCANTILE TRUST COMPANY OF BALTIMORE, EXECUTOR AND TRUSTEE

The Mercantile Trust Company of Baltimore does hereby consent to the substitution of Philip V. H. Weems, Jr. as purchaser in the stead of P. V. H. Weems of the property designated in the foregoing petition as prayed in the said petition.

The Mercantile Trust Company
of Baltimore, Executor and Trustee
per A. T. Dempsey
Trust Officer

ORDER OF COURT

Upon the foregoing petition, and the consent of The Mercantile Trust Company of Baltimore and of Philip V. H. Weems, Jr. it is this 18th day of April, 1941, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed, that Philip V. H. Weems, Jr. be and hereby is substituted in the stead of P. V. H. Weems as purchaser of the property designated in the foregoing petition at the same price and upon the same terms as stated in the report of sale mentioned in the foregoing petition.

Philip L. Melvin A.J.

Filed 18 April 1941

Linwood L. Clark, Plaintiff, vs. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, et al., Defendants.	)	No. 7782 Equity. In the Circuit Court for Anne Arundel County.

Filed June 16, 1941

THE FACTS.

On May 3, 1940, Grace Hart and Constance Hart Harrison, daughters of Walter H. Hart, deceased, and The Salvation Army, a body corporate, filed in this case a bill of complaint under the provisions of Article 31A of the Code of Public General Laws praying the Court (1) to determine the rate of collateral inheritance tax payable to the State of Maryland on the residuary estate of said decedent, and (2) to enjoin the Executor from collecting from The Salvation Army the collateral inheritance tax at the rate of 7½%, and (3) for other and further relief.

The defendant, The Mercantile Trust Company of Baltimore, the Executor of said decedent, by its answer, admitted to be true the matters and facts alleged in the bill of complaint and prayed the Court to declare the rights and legal relations of the parties in respect to the question presented by the bill.

On petition filed June 10, 1940, R. Glenn Prout, Register of Wills for Anne Arundel County, was allowed to intervene as a defendant. The intervenor answered and contends that the whole of the residuary estate is liable to a tax computed at the rate of seven and one-half per cent.

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The case is submitted on a stipulation of counsel wherein it is agreed that the record shall embrace the following:-

"It is stipulated by and between counsel for the respective parties hereto as follows:

FIRST: That the record in this case shall include the following:

1. Amended bill of complaint of Linwood L. Clark and Order of Court permitting amendment. (Filed, April 5th, 1939).

2. Last Will and Testament of Walter H. Hart. (Filed, April 5th, 1939).

3. Answer of The Salvation Army. (Filed, September 15th, 1939).

4. Copy of agreement of settlement between Constance Hart Harrison and Grace Hart, The Salvation Army, a body corporate of the State of Georgia, and Mercantile Trust Company of Baltimore, Executor of the Will of Walter H. Hart, deceased, dated January 20th, 1939. (Filed September 15th, 1939).

5. Answer of Mercantile Trust Company. (Filed September 15th, 1939).

6. Answer of Grace Hart and Constance Harrison (nee Constance Hart.) (Filed September 15th, 1939).

7. Opinion of Judge Parke and Order of Court of November 9th, 1939. (Filed February 20th, 1940).

8. Bill for Injunction by Constance Harrison Hart and Grace Hart and The Salvation Army, a body corporate of the State of Georgia v. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, to enjoin collection of tax. (Filed May 3rd, 1940).

9. Plaintiff's Exhibit "A" filed with Bill for Injunction being Opinion of Attorney General, July 5th, 1939, to R. Glenn Prout, Register of Wills for Anne Arundel County. (Filed May 3rd, 1940).

10. Petition to intervene by R. Glenn Prout and Order of Court thereon. (Filed June 10th, 1940).

11. Answer of R. Glenn Prout. (Filed June 27th, 1940).

12. Answer of Mercantile Trust Company of Baltimore. (Filed September 17th, 1940).

SECOND: That prior to May 1st, 1940, the Mercantile Trust Company, Executor, made demand upon The Salvation Army for an amount sufficient to defray the tax of seven and one-half percent on the entire residuary estate, in accordance with the Opinion of the Attorney General dated July 5th, 1939, which is filed as Plaintiff's Exhibit "A", and that the said Executor advised The Salvation Army that unless the amount of the tax was paid, it would make application to the Court for authority to sell sufficient real estate of the decedent for the purpose of defraying the tax.

THIRD: That if the Executor pays out of the Estate an inheritance tax at the rate of seven and one-half percent on the entire residue the estate will then be reduced to below $200,000.

FOURTH: That the parties to this cause are not restricted or limited by this Stipulation, but may introduce any admissible evidence to support their respective contentions."

Walter H. Hart, a resident of Annapolis, Maryland, died on March 21, 1937, leaving a last will and testament which was duly admitted to probate by the Orphans' Court of Anne Arundel County. After providing for the payment of his debts and funeral expenses, and after conferring upon the Mercantile Trust Company of Baltimore, his executor, certain powers and

providing for certain specific and pecuniary legacies, he disposed of the residue of his estate as follows:

"LASTLY: I give and bequeath the remainder or residuary of my estate, real, personal and mixed, corpus, income or otherwise, to the Salvation Army, a body Corporate, Annapolis Branch. I desire this fund to be available to it for the purpose of making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy."

A petition and caveat was thereafter filed to said will by Constance Hart Harrison and Grace Hart, the daughters of the decedent, and issues were framed and sent to the Circuit Court for Anne Arundel County for trial. A suggestion and affidavit for removal was filed and the record was sent to the Circuit Court for Howard County.

Before the issues were tried, negotiations were entered into by all the parties in interest and a settlement was reached by an agreement executed as of January 20, 1939.

Under the terms of this agreement it was provided:

1. That the will of the testator should be judicially determined to be the valid last will and testament of said testator.

2. That an order be passed by the Orphans' Court for Anne Arundel County sustaining said will and the probate thereof.

3. That the money legacies contained in paragraphs 8, 9, 10, 11, 12 and 13 be paid by the Executor out of the funds of the estate.

4. That the articles specifically bequeathed by paragraphs 14, 15, 16 and 17 be delivered to the legatees.

5. That the Executor be authorized to sell such of the real estate of the decedent as the daughters and The Salvation Army might direct for the purpose of raising money to pay the costs of administration, debts, legacies, taxes etc.

6. "The parties of the first part agree upon the request of the party of the second part, to forthwith assign to the party of the second part all their right, title, and interest as legatee, devisee or annuitant under the last will and testament of their father, Walter H. Hart, deceased, and to secure, if required, the joinder of Mrs. Harrison's spouse thereto."

7. "The party of the second part after receipt of such assignment in form acceptable to its attorney, agrees to forthwith file its election with the party of the third part to take and receive the real estate of said decedent, then remaining unsold, in its unconverted form, thus reconverting the same, to the end that all of the real estate of said decedent not converted and sold prior to the time of filing said election, shall remain unaffected by the direction to sell contained in the will of said decedent and be and become vested in the party of the second part as the sole residuary devisee under said will."

8. "The party of the third part, as such Executor, is authorized and directed to pay out of any assets then in its hands, any remaining debts and expenses of administration, the cost of title examination of all of the properties of the decedent, the court costs of said will contest, and the issues transmitted thereunder, funeral expenses of said decedent, including the cost of a suitable monument to mark his grave, federal and Maryland estate taxes, and all other taxes and all collateral inheritance taxes and

direct inheritance taxes, together with any interest due and payable with respect to any such taxes, and an attorney's fee of three thousand dollars to counsel for the Executor, and then state its administration account in the Orphans' Court for Anne Arundel County, distributing the remaining personal estate then in its hands, less the sum of twenty-five thousand dollars, which it is hereby authorized and empowered to retain for further accounting until all returns for taxes paid by it have been finally approved, and to use such sum or such part thereof as may be necessary to pay additional taxes, if any be found due, upon a revision of such returns, unto the party of the second part."

9. "The party of the second part after filing its said election with the party of the third part and after title to all of the real estate of said decedent not theretofore sold by the party of the third part shall have become vested in it by reason of such election, and after the statement by the party of the third part of its administration account and the receipt by the party of the second part of all of the remaining net personal estate and property of said decedent, covenants and agrees to bargain, grant, convey, set over and assign one half of the estate of said decedent so coming into its hands, provided that such one half shall not exceed one hundred thousand dollars, unto the parties of the first part as tenants in common."

"The whole of said payment to the parties of the first part to be made by lot in kind, in property, at the inventory value of said real estate; the share of the parties of the first part to include, however, one half of any cash distributed to the party of the second part by the administration account of the party of the third part; also any furniture or furnishings of the estate contained in any of the properties drawn by the parties of the first part, at the inventory value thereof; but if it shall so happen that

any of the furnishings shown in such inventory to be in said properties are not there, or if any not shown to be there by said inventory are there, proper adjustments shall be made on the basis of inventory value. In addition to such cash and the chattel property above referred to, both of which shall correspondingly reduce the amount of real property to which the parties of the first part shall be entitled, the share of the parties of the first part shall likewise consist of such property or cash as may be allotted to them under the last paragraph of this paragraph 9, and the amount of real property that the parties of the first part may be entitled to draw hereunder shall be further reduced to the extent thereof."

"In order to determine the party first entitled to draw, two similar slips, each bearing a number; one an even number and the other an odd number, shall be placed in some non-transparent receptacle; which said receptacle shall then be placed by some third party in such a position that the persons designated by the parties of the first part and the party of the second part to draw for them, will not be able to see inside of said receptacle. The parties so designated shall then each draw from said receptacle one of said slips, and the one that shall draw the odd number shall have the first choice."

"The party having the first choice shall then make his selection of one property from the list of the properties at that time constituting the estate, prepared for the purpose by the party of the third part. The other party, after such selection by the party first entitled, shall then make their or its selection of one or more properties equal in appraised value to or as nearly as possible the one drawn by such other party, and so on until the parties of the first part shall have drawn property, including the additions in this agreement specifically set forth, of an appraised value

equal to one half of the net estate not exceeding one hundred thousand dollars."

"After such selection shall have been made the real property selected by the parties of the first part shall be granted and conveyed unto them by proper deed by the party of the second part, after all proper adjustments of taxes and all other public dues and charges and rents upon the properties selected by the parties of the first part up to the date of such selection, have been made."

"If an examination of title shall disclose that one or more of the titles to the properties at that time comprising the estate of said decedent in the hands of the party of the second part, are defective, then such property or properties shall either be sold at the best price obtainable and the proceeds divided one half to the parties of the first part, in part payment of their share of the estate, and the remaining half to the party of the second part; or if divisible in kind, such properties shall, as to one half thereof, be conveyed to the parties of the first part (whether selected by them or not), in part payment of their share of the estate, and title to the remaining one half shall remain in the party of the second part."

10. "All other property then remaining in the hands of the party of the second part and all other property belonging to said decedent which may thereafter come into its hands, shall belong to it, free, clear and discharged of any claims of any kind or character whatsoever which the parties of the first part as legatees, devisees or annuitants could or might possibly assert against it."

11. "All of the parties hereto hereby covenant and agree to execute such additional deeds, assignments or other assurances that may be necessary and proper in order to fully effectuate and carry out the intent and purpose of this agreement. It is understood and agreed that counsel fees of counsel

for the parties of the first part shall be paid by the parties of the first part; and that counsel fees of counsel for the party of the second part shall be paid by the party of the second part."

12. "The parties hereto of the first and second part release any claims or demands of any nature whatsoever which they might now or hereafter have the right to assert, one against the other; it being the intent of this agreement that after the settlement outlined herein has been fully consummated, that any claims they may now or hereafter have, one against the other, and arising out of the estate of the said Walter H. Hart, deceased, shall be fully settled and extinguished."

13. "It is covenanted and agreed that this agreement shall not in any event become effective and binding in any particular upon the party of the third part until it shall have sold and received in cash, in payment thereof, real estate of the appraised value sufficient in amount to enable it to consummate this agreement, which said real estate when properly designated by the parties of the first and second part it covenants to forthwith attempt to sell."

14. "If the net estate distributable under Paragraph 9 of this agreement is more than two hundred thousand dollars, then, after the final settlement and release of all tax claims, such part of the twenty-five thousand dollars retained under Item 8 hereof, and not used for additional taxes, shall be paid over by the party of the third part to the party of the second part; but if it shall so happen that the net estate distributable under Paragraph 9 of this agreement is less than two hundred thousand dollars, then, after the final settlement and release of all tax claims, such part of the twenty-five thousand dollars retained under Item 8 hereof, and not used for additional taxes, shall be distributed equally between the parties of the first part and the party of the second part; the parties

of the first part taking a share equal to the party of the second part, to the extent that such distribution may be necessary to increase the share of the parties of the first part to one hundred thousand dollars, if the net estate distributable under Item 9, together with the balance of said twenty-five thousand dollars retained under Item 8, shall equal or exceed two hundred thousand dollars, otherwise said balance shall be divided equally."

Pursuant to said agreement the caveators offered no proof and the verdict of the jury was in favor of the caveatee. The verdict was certified to the Orphans' Court of Anne Arundel County and on March 28, 1939, an order was passed sustaining the will and the probate thereof.

THE LAW.

Sec. 109 of Article 81 of the Code of Public General Laws of Maryland (1939 ed.) imposes "a tax at the rate of one per centum on every one hundred dollars of the clear value of any and all property, having a taxable situs in this State, passing at the death of any resident or non-resident decedent, in trust or otherwise, to or for the use of the father, mother, husband, wife, children, or lineal descendants of such decedent," and sec. 110 of the same Article imposes "a tax at the rate of seven and one-half per centum on every one hundred dollars of the clear value of any and all property having a taxable situs in this State, passing at the death of any resident or non-resident decedent, in trust or otherwise, to or for the use of any person or persons, other than the father, mother, husband, wife, children or lineal descendants of such decedent; provided, however, that nothing in this section shall apply to property passing to the State or to any county or city of the State by escheat or otherwise, or to monies not in excess of five hundred dollars bequeathed for the perpetual upkeep of a grave or graves."

Sec. 111 "The taxes imposed by the two preceding sections of this

sub-title shall apply to all tangible or intangible property, real or personal, passing either by will or under the intestate laws of this State * * * * *

CONCLUSIONS OF THE COURT.

On these facts the Court is called upon to determine what tax is payable on the residue of the estate of Walter S. Hart.

The will has been sustained and distribution must first be made in accordance therewith "subject to such changes and modifications, with respect to the interests and estates of Constance Hart Harrison and Grace Hart, the two daughters and only next of kin and heirs at law of the said testator, and the Salvation Army, a body corporate of the State of Georgia, the residuary beneficiary under the will, as may have been made and effected, as between said daughters and residuary beneficiary, by the compromise agreement and settlement made by the said Executor, and daughters and residuary beneficiary under date of January 20, 1939, and filed in this cause on October 13, 1939."

This quotation from the opinion of Judge Parke means that after the distribution is made in accordance with the will of the testator, the Salvation Army is required to assign, convey, transfer and deliver unto the daughters of Walter S. Hart the portion of the estate to which they are entitled under the agreement. No other construction can be given. Assuming, as is the fact, that real estate passes under the residuary clause, clearly it passes to The Salvation Army under the will. It cannot pass direct to the daughters for no real estate was devised to them. They take title not by inheritance and not by the will but as alienees, transferees and grantees of The Salvation Army.

This is in complete accord with the agreement, which provides in

paragraph 7 that after the daughters shall have assigned unto The Salvation Army all their right, title and interest as legatees, devisees or annuitants under the will, the Salvation Army agrees to elect under the equitable doctrine of conversion and reconversion, to take the real estate in its unconverted form "to the end that all of the real estate of said decedent not converted and sold prior to the time of filing said election, shall remain unaffected by the direction to sell contained in the will of said decedent and be and become vested in the party of the second part (The Salvation Army) as the sole residuary devisee under said will." And by paragraph 9 the Salvation Army agrees that, after title to the unsold and unconverted real estate becomes vested in it and after administration is completed and the net personal estate is received by it, it will "grant, convey, set over and assign one-half of the estate of said decedent so coming into its hands, provided that such one half shall not exceed one hundred thousand dollars, unto the parties of the first part (Constance Hart Harrison and Grace Hart) as tenants in common."

The tax is imposed on all property passing "either by will or under the intestate laws of this State" and as the residue of the estate passes by the will to The Salvation Army it is subject to a tax computed at the rate of 7½% as provided by sec. 110 of Article 81 of the Code.

"If, in order to avoid litigation, the legatees, contestants, and others in interest under a will compromise their claims, the concessions made, while binding upon the parties, take effect under the agreement, and are not a modification of the will or the rights under it, or under the intestate law of the State."

In re Graves, 242 Ill. 212, 89 N.E. 978
Baxter v. The Treasurer, 209 Mass. 459; 95 N.E. 854

To permit the heirs, legatees and parties interested in an estate to change by agreement among themselves after the death of the testator or

decedent, the proportionate amounts of the property on which the respective beneficiaries should pay an inheritance tax, might in some instances practically deprive the State of all power of collecting any inheritance tax."

People v. Union Trust Co. 255 Ill. 168, 99 N.E. 377

"Such a transfer is an assignment by the legatee of a portion of the legacy and consequently the taxability of the property is determined by strict adherence to the terms of the will and without reference to the ultimate disposition of the property. This proposition is supported by well-reasoned cases and is the law in many states. Mackenzie v. Wright, 31 Ariz. 272, 252 Pac. 521; In re Estate of Graves, 242 Ill. 212, 89 N.E. 978; Baxter v. Treasurer & Receiver General, 209 Mass. 459, 95 N.E. 854; In re Murray's Estate, 92 Misc. Rep. 100, 155 N.Y.S. 185; Hastings v. Nesmith, 188 Mass. 190, 74 N.E. 323; Brandeis v. Atkins, 204 Mass. 471, 90 N.E. 861;26 L.R.A. (N.S.) 230; Estate of Rossi, 169 Cal. 148, 146 P. 430; 26 R.C.L., 232, sec. 204; 29 Columbia Law Review, 1164.

In re Kierstead's Estate, 241 N.W. 277

Fidelity & Columbia Trust Co. etc. v. Commonwealth, 44 S.W. (2d.) 603

People v. Kaiser, 306 Ill. 313, 137 N.E. 826

People v. Upson, 338 Ill. 145, 170 N.E. 276

In re Estate of Holt, 61 Cal. App. 464, 215 Pac. 124

Kelso v. Sargeant, 54 Pac. (2d) 26, 29

The daughters did not renounce the bequest to them contained in the Seventh paragraph of their father's will, but, by the agreement, agreed to assign their interest to The Salvation Army. The bequest is therefore subject to tax at the rate of one per centum.

Bouse v. Hull, 168 Md. 1, 9

A decree will be passed declaring (1) that the annuity bequeathed to the daughters is subject to tax at the rate of one per centum; (2) that the tax on the residue of the estate shall be calculated at the rate of seven and one-half per centum.

Associate Judge.

Linwood L. Clark, Plaintiff, vs. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, et al., Defendants.	)	No. 7782 Equity. In the Circuit Court for Anne Arundel County.

Upon consideration of the bill of complaint of Grace Hart and others versus the Mercantile Trust Company of Baltimore, Executor, the answers thereto and the other proceedings in connection therewith and the arguments of counsel for the respective parties, the Circuit Court for Anne Arundel County, sitting as a Court of Equity, does, this 14th day of June, in the year nineteen hundred and forty-one, for the reasons set forth in the aforegoing opinion, declare:

First. That the annuity bequeathed to Grace Hart and to Constance Hart Harrison by the Seventh paragraph of the Last Will and Testament of Walter H. Hart, deceased, is subject to inheritance tax at the rate of one per centum as provided by section 109 of Article 81 of the Code of Public General Laws of Maryland.

Second. That the tax on the residue of the estate passing under the residuary clause of the will of said testator to The Salvation Army, a body corporate, is subject to collateral inheritance tax at the rate of seven and one-half percentum as provided by section 110 of Article 81 of the Code of Public General Laws of Maryland.

Third. That the prayers of the bill for an injunction, and for other relief, for the reasons set forth in the aforegoing opinion

must be denied.

Fourth. That the costs of these proceedings, as taxed by the Clerk of this Court, be paid out of the funds of the estate in the hands of The Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased.

Jas. Ed. Boylan Jr.
A. J.

GRACE HART, CONSTANCE HART HARRISON, and THE SALVATION ARMY, a body corporate of the State of Georgia, Plaintiffs	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, and R. GLENN PROUT, Register of Wills for Anne Arundel County, Defendants	:	In Equity No. ~~4793~~ 7782

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MR. CLERK:

Please enter an Appeal in the above case to the Court of Appeals of Maryland on behalf of the Plaintiffs, Grace Hart, Constance Hart Harrison, and The Salvation Army, a body corporate of the State of Georgia, from the Decree passed on the fourteenth day of June, 1941.

Richard B. Tippett
Richard B. Tippett

Carlyle Barton
Solicitors for Grace Hart and Constance Hart Harrison
Carlyle Barton

Robert J. MacGregor
Solicitor for The Salvation Army, a body corporate of the State of Georgia
Robert J. MacGregor

Filed Aug 4, 1941

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 28th day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Grace Hart, one of the Plaintiffs, and made oath in due form of law on behalf of the Plaintiffs that said Appeal is not filed or intended for the purpose of delay.

AS WITNESS my hand and Notarial Seal.

Virginia G. Voges
Notary Public.
Virginia G. Voges

VIRGINIA G. VOGES NOTARY PUBLIC ANNE ARUNDEL CO.

Linwood L. Clark	:	No. 7782 Equity
	:	In the
vs	:	Circuit Court
	:	for
Mercantile Trust Company, etc	:	Anne Arundel County

: : : : : : : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That Walter H. Hart died testate on or about the 21st day of March, 1937. That on April 20th, 1937, a notice of a caveat was filed and your Petitioner was employed by the Mercantile Trust Company, the executor under the last will and testament, to help sustain the will.

2.

That your Petitioner thereupon spent several evenings looking up the law, interviewing the various and sundry witnesses at different times and places and went to Ellicott City for the trial of the issues which resulted in a verdict for the caveatee on all issues in question, the transcript of the record being forwarded to the Orphans' Court for Anne Arundel County and received on the 24th day of March, 1939.

3.

That during the interim your Petitioner went to Baltimore and held numerous conferences with the Mercantile Trust Company and filed a number of petitions in the Orphans' Court for Anne Arundel County especially those pertaining to the tax sales and recovery thereof besides filing his appearance in several equity cases against Walter H. Hart.

4.

That on the 20th day of March, 1939, Linwood L. Clark filed his bill of complaint in this Honorable Court seeking to have the trust administered herein. That your Petitioner admitted service

Filed Aug. 22, 1941

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in the said cause.

5.

That the said estate is worth approximately one half a million dollars and your Petitioner had a debt of $250 filed in the Orphans' Court.

6.

That at a meeting recently held between the counsel to the parties to this suit it was agreed that the sum of one thousand dollars be allowed your Petitioner in lieu of all claims to date provided the same met with the approval of this Honorable Court.

Wherefore your Petitioner prays:

1. That an order may be passed by this Honorable Court allowing your Petitioner the sum of One Thousand Dollars for his services rendered and his claim against the estate.

And as in duty bound, etc.

George B. Woelfel
Petitioner

We, the undersigned, members of the Anne Arundel County Bar, do hereby certify that One Thousand Dollars is a fair and reasonable fee for George B. Woelfel to charge for his services rendered in this estate.

Benjamin Michaelson
Jno. S. Strahorn

ORDER OF COURT

Filed Aug. 22, 1941

Upon the aforegoing petition and certificate of two members of the Bar it is this 22nd day of August, in the year 1941, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that George B. Woelfel be, and he is hereby allowed the sum of One thousand Dollars for his services rendered in this estate and the cancellation of the estate's debt.

Ridgely P. McLain
Judge

Linwood L. Clark	:	No. 7782 Equity
	:	In the
vs	:	Circuit Court
	:	for
Mercantile Trust Company, etc	:	Anne Arundel County
	:	

: : : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That heretofore, to wit: On the 22nd day of August, 1941, your Petitioner filed a petition for the allowance of a fee in the above entitled cause.

2.

In paragraph five of said petition it was alleged that the estate aggregated approximately one half a million dollars when and as a matter of fact your Petitioner has now been informed that the said estate did not exceed one quarter of a million dollars.

3.

That the trustee has advised your Petitioner that he desires the aforesaid change to be made in the petition.

Wherefore, your Petitioner prays:

1. That he may be permitted by this Honorable Court in paragraph five of the said petition to interline the word "half" and write in "quarter".

And as in duty bound, etc.

George B. Woelfel
Petitioner

Filed Sept. 15, 1941

ORDER OF COURT

Upon the aforegoing petition, it is this 15th day of September, 1941, by the Circuit Court for Anne Arundel County ORDERED that George B. Woelfel be, and he is hereby authorized to strike out the word "half" in paragraph five of the said petition and insert the word "quarter" and this order shall be is good and sufficient authority for so doing.

Filed Sept 15, 1941

Rudolph Melvin
Judge

COURT OF APPEALS OF MARYLAND

No. 81, October Term 19 41

Grace Hart, et al. VS. The Mercantile Trust Company of Baltimore, Executor; and R. Glenn Prout, Register of Wills etc.	Appeal from the Circuit Court for Anne Arundel County. Filed: October 2nd, 1941. January 13th, 1942, Decree reversed, and cause remanded for a decree to be passed in accordance with this opinion, costs to be paid out of the estate. Opinion Filed. Op.- Bond, C. J. February 9th, 1942, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland,

Record	$ 42.00	
Brief	$ 25.00	
Appearance Fee . . .	$ 10.00	
Clerk's Costs . . .	$ 2.45	$79.45

Appellee's Cost in the Court of Appeals of Maryland,

Brief	$ 33.75		
Appearance Fee . . .	$ 10.00		
Clerk's Costs . . .	$ .75¢	$44.50	$123.95

Filed Feb. 14, 1942

STATE OF MARYLAND, Sct:

I, James A. Young, 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* ---February---- *A. D. 19* 42.

James A. Young Clerk
of the Court of Appeals of Maryland.

Grace Hart, et al,	:	In the Court of Appeals of
vs.	:	Maryland
The Marcantile Trust Company, etc., et al.	:	October Term, 1941. No. 81

THE APPEAL in the above entitled case, standing ready for hearing was argued by counsel for the respective parties, and the proceedings have since been considered by the court.

It is thereupon on this 4th day of February, 1942, by the Court of Appeals of Maryland, and by the authority thereof, adjudged, ordered and decreed that the decree of the Circuit Court for Anne Arundel County, in Equity, dated the 14th day of June, 1941, be and the same is hereby reversed, and cause remanded for a decree to be passed in accordance with this opinion, costs to be paid out of the estate.

CARROLL T. BOND
Chief Judge
For the Court.

Filed: February 9th, 1942.

COURT OF APPEALS OF MARYLAND

OCTOBER TERM 1941

No. 81

Grace Hart, et al.,

vs.

The Mercantile Trust Company of Baltimore,

Executor; and R. Glenn Prout, Register of Wills.

Chief Judge Bond delivered the Opinion of the Court

Filed January 13, 1942

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The question is whether a testator's children, caveators of his will, who received an additional part of his estate by virtue of a compromise agreement with a legatee corporation, are to be taxed on that part at the rate fixed for assets passing to children, one per cent, or at that on assets passing to a corporate distributee, seven and one half per cent. Article 81, section 109, of the Code provides that a tax of one per cent is levied and imposed on every one hundred dollars of the clear value of any property "passing at the death of any resident" to children of such decedent. And section 110 of the same article provides the tax of seven and a half per cent on such property "passing at the death of any resident" to other than the father, mother, husband, wife, children or lineal descendants of the decedent.

The will of Walter H. Hart, of Annapolis, who died on March 21, 1937, gave certain specific and pecuniary legacies, among them an annuity of $200 per month to each of his two daughters for ten years should she live so long, and then gave and bequeathed the residuary estate to the Salvation Army, a corporation, specifying the use it should make of the fund. The will was duly admitted to probate, and subsequently the daughters filed a petition and caveat to it. Before the issues were tried in the Circuit Court for Anne Arundel County the residuary legatee named, the daughters and the executor, entered into an agreement compromising the dispute, and providing that to effectuate it the will should be judicially determined to be valid,

and an order sustaining it should be entered by the Orphans Court of Anne Arundel County, that the pecuniary and specific legacies should be paid, that sufficient real estate in the assets should be sold to raise money for the necessary payments and distributions, that the daughters should assign to the Salvation Army all their right and interest as legatees, devisees or annuitants, and that the Salvation Army should then receive the remainder of the real estate as sole residuary legatee, pay taxes and expenses, retain $25,000, and convey and assign one half of the net estate, not exceeding $100,000, to the daughters as tenants in common. A verdict sustaining the will was then entered in pursuance of the agreement.

Judge Linwood L. Clark, who in a clause of the will bequeathing him a specific legacy had been requested to see that the will was faithfully carried out with justice to everyone, filed in the Circuit Court in equity a bill of complaint seeking assumption of jurisdiction of that court for the purposes of settlement of the estate, instructions to him for proceeding upon the request, and ratification of the agreement made; and the court ratified the agreement and retained jurisdiction for settlement and distribution according to its terms. As stated in an opinion filed in that proceeding, it was determined that the compromise agreement was entered into in good faith, to settle a dispute in which the interests of the respective parties were jeopardized, and not in a conspiracy to destroy a testamentary purpose.

Upon a threat of payment to the Register of Wills of

Anne Arundel County of the tax of seven and a half per cent on the whole amount bequeathed originally to the Salvation Army that corporation and the daughters of the testator have filed a bill seeking a declaratory judgment, (Code, Art. 31-A), determining the question of the rate of taxation now in controversy. The executor was made respondent and the Register of Wills intervened. The decree below fixed the tax payable at seven and a half per cent on the full amount bequeathed to the Salvation Army, and the beneficiaries appeal.

The question is a new one in this court, except that in Bouse v. Hull, 168 Md. 1, 7, a case in which the amounts of pecuniary legacies to corporations fell by renunciations into the residuum of the estate given to direct descendants, it was held that the collateral inheritance tax of seven and a half per cent could not be collected on those amounts; and that decision was in effect that the disposition under the terms of the will did not fix the rate of taxation, irrespective of subsequent change in the passing of the estate as a result of the renunciations. The reason stated was that nothing passed to the pecuniary legatees within the meaning of the statute if they did not accept the legacies, and the tax was laid upon distributive shares received. Here the Salvation Army did, in form, accept its legacy and devise, but in performance of a compromise agreement that the portions specified should pass to the daughters, renouncing in effect so much of the gift, but yielding it specifically to the daughters.

The question itself is clear, but courts of the country which have considered it under somewhat varying statutes have disagreed in the answer. The decisions are sufficiently reviewed in an annotation in 78 A.L.R. 716, and an article in the magazine "Taxes" of June 1941. Courts in one group have taken the view that, according to the intention of the statutes, the property to be taxed passes under such an agreement in accordance with the terms of the will, that the tax is fixed at the date of the testator's death, that the assignment by the legatee named is a subsequent action outside of the administration and distribution of which the law takes cognizance, and therefore the rate of taxation is to be ascertained from the disposition in the will. Other courts have reasoned that the statutes have imposed the tax on the property received under the agreements intervening and controlling the distribution, that the intention has been to tax property which in any manner passes to persons of the one specified class or the other, those related to the decedent as specified and those not so related. And those courts have fixed the tax at the lower rate for relatives taking.

This court, differing from the chancellor, takes the second view. If the form of the settlement be adhered to, if we look no further than the verdict and order which delivers the whole legacy to the Salvation Army, it would follow that the rate of taxation should be seven and a half per cent on the whole. But that disposition would not, as it seems to us, go to the substance of the distribution as it is exhibited to the court. The Maryland statutes cited are concerned with the persons who receive portions of the

testator's estate in distribution. Bouse v. Hull, supra. All the courts by which this will and its administration have been considered, have had before them the fact that, whatever the form adopted for effectuating it, the distribution was to be controlled by the agreement, and that distribution was found valid, and has been judicially ratified. As it was in fact the primary distribution of the estate that was made under the agreement the form seems indecisive. We think the better reason requires that the daughters be recognized as the distributees of the portion passing to them as a result of the agreement, and that the rate for taxation of that portion be fixed at one per cent. All that the Salvation Army receives by assignment from the daughters should, by the same reasoning, be taxed at seven and a half per cent.

The court is not unaware of the danger that agreements might be made which, following this solution of the problem, would by a merely pretended change in distribution defraud the state of the greater amount of taxes due it upon the actual distribution. It is a danger which does not seem great, but, however that may be, the solution adopted appears to this court more in conformity with the purpose of the statutes, and frauds can be dealt with when they are practised.

Decree reversed, and cause remanded for a decree to be passed in accordance with this opinion, costs to be paid out of the estate.

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al.,	:	ANNE ARUNDEL COUNTY
	:	No.7782 - IN EQUITY
Defendants.	:	

.....

P E T I T I O N

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,

- vs -

GRACE HART,
ROBERT HARRISON, Non-res.,
THE SALVATION ARMY, a body corporate of the State of Georgia, non-res.,
WILLIAM J. McWILLIAMS, and
EUGENE P. CHILDS, Administrators c.t.a. of the estate of Constance Hart Harrison, deceased,
RICHARD LINDSAY WILSON PRENTICE, non-res., Individually and as Executor of the will of Constance Hart Harrison, deceased,
JOHN PHILIP MANNING PRENTICE, non-res., Individually and as Executor of the will of Constance Hart Harrison, deceased,
WEST SUFFOLK GENERAL HOSPITAL, Bury St., Edmunds, England, non-res.,
JOHN CORY, M. D., non-res.,
MAY FIGG, non-res.,
GUY FIGG, non-res.,
CONSTANCE VERONICA FIGG, non-res.,
NAOMI WILTON, non-res.,
PHIL ENNIS,
LIZZIE ENNIS, and
PEOPLE'S DISPENSARY FOR SICK ANIMALS, County of Suffolk, England, non-res.

Filed March 20, 1942

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TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your petitioner, Mercantile Trust Company of Baltimore,

Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That Walter H. Hart, late of the City of Annapolis, Anne Arundel County, Maryland, died on the 21st day of March, 1937, survived by Beatrice E. Hart, from whom he had theretofore been divorced a vinculo matrimonii, and two daughters by a former marriage; viz, the defendant, Grace Hart, who now resides in the City of Annapolis, Anne Arundel County, Maryland, and Constance Hart Harrison, since deceased.

2. That the said Walter H. Hart left a will dated August 15, 1936, a certified copy of which has been heretofore filed in these proceedings by the Eighteenth or Lastly clause of which he disposed of the rest, residue and remainder of his estate as follows -

> "I give and bequeath the remainder or residuary of my estate, real, personal and mixed, corpus, income or otherwise, to the Salvation Army, a body corporate, Annapolis Branch. I desire this fund to be available to it for the purpose of making any extensions or improvements to its present headquarters located at No. 47 Randall Street, Annapolis, Maryland, which I have previously built and deeded to it, free and clear of any encumbrance, and to feed the hungry and to clothe the naked and to help unfortunate citizens in Annapolis or in Anne Arundel County. This is the only religious organization that I have ever found to be genuinely christian, wholly self-sacrificing and free from hypocrisy."

3. That thereafter, on the 21st day of April, 1937, a petition and caveat to the Last Will and Testament of the said Walter H. Hart was filed by his two daughters, the defendant, Grace Hart, and her sister, Constance Hart Harrison, who was then living, in the Orphans' Court for Anne Arundel County; and issues were thereafter framed and sent to the Circuit Court for Anne Arundel County for trial, from which said Court the case was removed to the Circuit Court for Howard County, where said case was ultimately heard, resulting in a verdict sustaining the will of said decedent.

4. That the caveat filed by the daughters of said testator was settled by an agreement between them and the Salvation Army

dated January 23, 1939, which has been heretofore filed in this cause and wherein it was provided -

1st. That Mercantile Trust Company of Baltimore be authorized and empowered to sell such of the real estate of said decedent as the parties to said agreement may in writing direct, for the purpose of raising money to pay the costs of administration, debts, legacies, taxes, &c., in connection with the settlement of said estate of said decedent.

2nd. That the said Constance Hart Harrison (since deceased) and Grace Hart, if requested so to do by the Salvation Army, a body corporate of the State of Georgia, would forthwith assign to it all right, title and interest as legatee, devisee or annuitant that either of them had under the last will and testament of their said father, Walter H. Hart, deceased, and to secure, if requested, the joinder of Mrs. Harrison's spouse thereto.

3rd. The Salvation Army then would file its election with Mercantile Trust Company of Baltimore, Executor of the will of said decedent, to take and receive the real estate of said decedent then remaining unsold, in its unconverted form, thus reconverting the same.

4th. That the Mercantile Trust Company of Baltimore, as Executor, would then pay out of any assets in its hands any remaining debts, expenses of administration, &c., and distribute the remaining personal estate, less certain monies which it was authorized to retain for further accounting, until all tax returns had been finally approved, to the Salvation Army.

5th. That the Salvation Army would, after filing its election with the Mercantile Trust Company of Baltimore and after title to all the real estate of said decedent not theretofore sold had become vested in it and after the statement of the administration account above referred to and the receipt by it of all of the remaining personal estate of said decedent; grant, bargain, convey, set over and assign one-half the estate of said decedent, not exceeding $100,000, to the said Constance Hart Harrison (now deceased) and Grace Hart, the whole of said payment to them to be made by lot in kind, in property at the inventory value of said real estate, such share, however, to include one-half of any cash distributed to the Salvation Army in the administration account above referred to,thereby reducing to that extent the amount of real estate thus to be conveyed to them.

6th. How the remaining cash reserved by Mercantile Trust Company of Baltimore as Executor for the payment of additional taxes should be divided and distributed.

5. That thereafter Linwood L. Clark, legatee under the Fourteenth item of the will of said decedent filed his bill of complaint herein, which was thereafter amended; wherein in said amended bill of complaint the said Linwood L. Clark alleged, among other things, that the agreement or settlement hereinabove

referred to was a recognition of the Defendant, The Salvation Army, as absolute owner of the residue of the estate of said decedent and therefore invalid, and prayed that this Honorable Court assume jurisdiction over the estate of the said Walter H. Hart, deceased, and construe the will of said testator and supervise the further administration of his estate; and that the said Linwood L. Clark be appointed Trustee, &c.

6. That the bill of complaint of the said Linwood L. Clark thereafter came on for hearing before former Chief Judge F. Neal Parke, upon bill, answer and testimony and after argument of counsel Judge Parke filed a written opinion appended to which was an order dated November 9, 1939 by which, among other things, he assumed jurisdiction over the further administrationof the estate of said decedent and ratified the agreement of settlement hereinabove referred to. The opinion of former Chief Judge Parke, however, contained the following language, which it is suggested must be read in connection with the decree of November 9, 1939 and possibly in modification thereof: "The Chancellor perceives nothing inequitable in the substance of the compromise, but reserves for further consideration and action the method whereby the property interests involved may be determined and transferred."

7. That since the opinion and order of former Chief Judge Parke your petitioner, upon the written direction of the parties to said agreement and with the approval of this Honorable Court, has made sales of real property of said decedent sufficient in its opinion for the purposes of said agreement, and now has on hand in cash $61,931.25, of which it will need for the purposes of said agreement not in excess of $21,931.25, leaving a balance now available for distribution among the parties to said agreement and the successors in title of the deceased one, the sum of forty thousand dollars.

8. That since the ratification of said agreement and the last sales of the real estate of said decedent, made pursuant

thereto, Constance Hart Harrison, daughter of said decedent, has died a citizen of the United Kingdom of Great Britain, residing at the time of her death in Cockfield, County of Suffolk,England. She left a will, a certified copy of which is filed herewith, marked "Petitioner's Exhibit A," wherein after payment of her debts, testamentary expenses and certain pecuniary legacies, she did direct her Executors "to divide the clear residue of my estate between such of the persons hereinafter named as shall survive me, in the following proportions; namely -

To the said May Figg, fifty shares

To her son Guy Figg, fifty shares

The said Constance Veronica Figg, one hundred shares

To my God-child Naomi Wilton (daughter of C. Pleydell Wilton, Esq., c/o Vacuum Oil Company, Rangoon, Burma), one hundred shares

To Phil Ennis and Lizzie Ennis, both of Annapolis, twenty-five shares each

To the People's Dispensary for Sick Animals, six hundred shares".

To the best knowledge of your petitioner all of said persons survived the said Constance Hart Harrison.

9. That Richard Lindsay Wilson Prentice and John Philip Manning Prentice, two of the Executors named in the will of the said Constance Harrison, have duly qualified as such in His Majesty's High Court of Justice, Probate Division, at Ipswich, England, and administration upon the estate of said decedent has been granted and committed unto them by said Court; all of which will appear by reference to the certified copy of the will of said decedent and certificate of probate of Edgar James Ereaut, Registrar of the District Probate of the Court hereinabove mentioned, filed herewith as part hereof, marked "Petitioner's Exhibit A"; and that William J. McWilliams and Eugene P. Childs have qualified as Administrators c.t.a. of the will of the said Constance Hart Harrison in the Orphans' Court for Anne Arundel County, Maryland; all of which will appear by reference to the

certificate of letters filed herewith as part of "Petitioner's Exhibit A".

10. That no payment or distribution has ever been made by your petitioner Mercantile Trust Company of Baltimore, Executor of the estate of said decedent, to any of the parties pursuant to the agreement of January 23, 1939, or otherwise.

11. That your petitioner is unable to complete the administration and distribution of the estate of the said Walter H. Hart, deceased, until this Honorable Court shall advise it with respect to the property interests of the parties and the successors of the deceased one under the agreement of January 23, 1939 and the mode and method of making settlement and distribution thereunder.

WHEREFORE, your petitioner prays -

1. That this Honorable Court may decide and determine the persons entitled to the estate and property of said decedent and their respective interests therein.

2. That this Court may determine and declare the method whereby the property interests of such parties in the estate of said decedent are to be determined and transferred.

3. That your petitioner may have such other and further relief as its case may require.

MAY IT PLEASE YOUR HONOR to grant unto your petitioner the State's writ of subpoena directed to William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the estate of Constance Hart Harrison, deceased; Phil Ennis and Lizzie Ennis, all of whom reside in the City of Annapolis, Anne Arundel County, Maryland, directing them to be and appear in this Court, either in person or by solicitor, on some certain day to be therein named, and show cause, if any they have, why a decree should not be passed as prayed.

AND MAY IT PLEASE YOUR HONOR to grant unto your petitioner an Order of Publication directed to the following-named per-

sons and corporations, all of whom are non-residents of the State of Maryland; viz, The Salvation Army, a body corporate of the State of Georgia; Robert Harrison, who resides in Cockfield, County of Suffolk, England; Richard Lindsay Wilson Prentice, individually and as executor of the will of Constance Hart Harrison, deceased, and John Philip Manning Prentice, individually and as executor of the will of Constance Hart Harrison, deceased, both of Stowmarket, County of Suffolk, England; West Suffolk General Hospital, Bury St. Edmunds, County of Suffolk, England; John Cory, M. D., Bury St.Edmunds, County of Suffolk, England; May Figg, Guy Figg and Constance Veronica Figg, St. Minver, Wadebridge, County of Cornwell, England; Naomi Wilton (daughter of C. Pleydell Wilton, Esq., c/o Vacuum Oil Company, Rangoon, Burma); and People's Dispensary for Sick Animals, whose address is unknown, but which is believed to be Bury St.Edmunds, County of Suffolk, England; warning them to be and appear in this Court, either in person or by solicitor, on some certain day to be named therein, and show cause, if any they have, why a decree should not be passed as prayed.

MERCANTILE TRUST COMPANY OF BALTIMORE,

By A. F. Dempsey
Trust Officer.

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 19th day of March, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~ ANNE ARUNDEL COUNTY, personally appeared Anthony F. Dempsey, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Gordon E. Kellenberger
Notary Public.

NOTARY PUBLIC ANNE ARUNDEL CO.

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* Ancillary c.t.a. *Administration* of all the goods, chattels, credits and personal Estate of Constance Harrison deceased, was on the 18th day of December in the year of our Lord one thousand nine hundred and forty-one, granted and committed unto Eugene P. Childs and William J. McWilliams

who ~~was~~ were then and there appointed Ancillary Administrators c.t.a. of the said deceased, and that the above letters are now in full force and effect.

Filed March 20, 1942

TEST:

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 14th day of January in the year of our Lord nineteen hundred and ~~thirty~~ forty-two.

R. Glenn Trout

Register of Wills for Anne Arundel County.

By Frank W. Sand

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(SEAL)

IN HIS MAJESTY'S HIGH COURT OF JUSTICE.

The District Probate Registry at IPSWICH.

BE IT KNOWN that Constance Harrison of Cockfield in the County of Suffolk (wife of Robert Harrison) died on the 25th day of April 1941 at West Suffolk General Hospital Bury St. Edmunds Suffolk

AND BE IT FURTHER KNOWN that at the date hereunder written the last Will and Testament (a copy whereof is hereunto annexed) of the said deceased was proved and registered in the District Probate Registry of His Majesty's High Court of Justice at Ipswich and that Administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted by the aforesaid Court to RICHARD LINDSAY WILSON PRENTICE and JOHN PHILIP MANNING PRENTICE both of Stowmarket Suffolk solicitors two of the executors named in the said Will

Power Reserved to the other executor.

And it is hereby certified that an Affidavit for Inland Revenue has been delivered wherein it is shown that the gross value of the said Estate in Great Britain (exclusive of what the said deceased may have been possessed of or entitled to as a trustee and not beneficially) amounts to L630.1.10 and that the net value of the personal estate amounts to L247.12.7. And it is further certified that it appears by a Receipt signed by an Inland Revenue Officer on the said Affidavit that L3.8.6 on account of estate duty and interest on such duty has been paid.

Dated the 5th day of July 1941.

E. J. Ereaut.

District Registrar

Extracted by Gudgeons Peecock & Prentice, Solrs., Stowmarket.

I EDGAR JAMES EREAUT Registrar of the District Probate Registry of His Majesty's High Court of Justice at Ipswich in England do hereby certify that the foregoing is a true copy of the Record of Grant of Probate of the Will of Constance Harrison of Cockfield Suffolk (wife of Robert Harrison) deceased duly deposited

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in the said District Registry.

In witness whereof I have hereto set my hand and affixed the seal of the said Court at Ipswich in the County of Suffolk this 24th day of July 1941.

E. J. Ereaut
District Registrar
(SEAL)

(SEAL)

IN HIS MAJESTY'S HIGH COURT OF JUSTICE.

PROBATE DIVORCE AND ADMIRALTY DIVISION.

2 (PROBATE)

The District Probate Registry at Ipswich.

THIS IS THE LAST WILL OF me Constance Harrison of Cockfield in the County of Suffolk married woman. 1. I appoint my sister Grace Hart now of 5 Randall Place Annapolis Maryland in the United States of America and Richard Lindsay Wilson Prentice and John Philip Manning Prentice both of Stowmarket in the said County of Suffolk solicitors to be the executors and trustees of this my will. 2. I desire my will to be construed and to take effect according to English Law whether or not I may die domiciled in England. 3. I bequeath the following legacies which I direct to be paid free of all duty namely To each of the said Richard Lindsay Wilson Prentice and John Philip Manning Prentice the sum of fifty pounds if he shall prove my will and act in the trusts thereof To my sister Grace Hart the sum of one hundred pounds To the West Suffolk General Hospital the sum of one hundred pounds To John Cory Honorary Surgeon to the said Hospital the sum of one hundred pounds. 4. I bequeath my fountain pen which I bought in Philadelphia in 1908 and three small gold brooches and my gold wrist watch to my godchild Constance Veronica Figg And all the residue of my personal effects to her mother May Figg of St. Minver Wadebridge in the County of Cornwall 5. I direct my executors after payment of my just debts funeral and testamentary expenses and the said legacies and the duty thereon to divide the clear residue of my estate between such of the persons hereinafter named

as shall survive me in the following proportions namely to the said May Figg fifty shares To her son Guy Figg fifty shares To the said Constance Veronica Figg one hundred shares To my godchild Naomi Wilton (daughter of C. Pleydell Wilton Esq. C/o Vacuum Oil Company Rangoon Burma) one hundred shares To Phil Ennis and Lizzie Ennis both of Annapolis twenty five shares each. To The People's Dispensary for Sick Animals six hundred and fifty shares. 6. Any executor or trustee being a solicitor or other person engaged in any profession or business may be so employed or act and shall be entitled to charge and be paid all professional and other charges for any business or act done by him or his firm in connection with this my will and the trusts thereof including acts which a trustee could have done personally 7. I express my desire that I shall be cremated. And I hereby revoke and make void all former wills and other testamentary dispositions by me at any time made and declare this to be my last will. In witness whereof I have hereunto set my hand this twenty seventh day of March one thousand nine hundred and forty one.

C O N S T A N C E H A R R I S O N.

Signed by the said Constance Harrison the testatrix as and for her last will in the presence of us both present at the same time who at her request in her presence and in the presence of each other have hereunto subscribed our names as witnesses
Ethel Sarah Bowel, The General Hospital, Bury St. Edmunds, trained nurse,
Dorothy Muriel Jackson, West Suffolk Hospital, Bury St. Edmunds, trained nurse.

7 Fos.

On the 5th day of July 1941 Probate of this will was granted at Ipswich.

I Edgar James Ereaut Registrar of the District Probate Registry of His Majesty's High Court of Justice at Ipswich in England do hereby certify that the foregoing is a true copy of the last Will and Testament of Constance Harrison of Cockfield Suffolk (wife of Robert Harrison) deceased duly deposited in the said District

Registry.

In witness whereof I have hereto set my hand and affixed the seal of the said Court at Ipswich in the County of Suffolk this 24th day of July 1941.

E. J. Ereaut
District Registrar.
(SEAL)

I Hamish Coates Deputy Registrar of the Principal Registry of His Majesty's High Court of Justice in England hereby certify that Edgar James Ereaut who has attested the annexed certified and Sealed copy of the last Will and Testament of Constance Harrison deceased and of the Record of the Grant of Probate thereof was the District Probate Registrar at Ipswich at the time of making such attestation and that the signature E. J. Ereaut subscribed to the said attestation is the proper handwriting of the said Edgar James Ereaut and is his genuine signature and that the said attestation is in due form.

In Witness whereof I have hereunto set my hand and affixed the Seal of the said Court at Llandudno in the County of Carnarvon this 29th day of July 1941.

H. Coates
(SEAL) Deputy Registrar

I THE RIGHT HONOHRABLE FRANK BOYD BARON MERRIMAN President of the Probate Divorce and Admiralty Division of His Majesty's High Court of Justice in England hereby certify that the forementioned Will of the above named deceased appears to have been duly proved and the Probate to be still in force, that the foregoing attestation by the said Edgar James Ereaut has been duly made in conformity with the laws of England with the Seal of Office annexed by him and that he is the person having power to receive the Original Will to admit the same to Probate and to grant Letters testamentary thereon.

And I further certify that Hamish Coates Deputy Registrar who

has attested the certificate is one of the Registrars of the Principal Probate Registry of the said Court and was such Registrar at the time of making such attestation, that the signature H. Coates subscribed to the said attestation is the proper handwriting of the said Hamish Coates Deputy Registrar and is his genuine signature, that the said attestation is in the due form, and that the Seal is the Seal of the said Court.

As Witness my hand this 4th day of August, 1941.

Merriman.

Great Britain and Northern Ireland. :
London, England. : ss.
Consulate General of the United :
States of America :

I, Richard A. Johnson Vice Consul of the United States of America at London, England, duly commissioned and qualified, do hereby certify that The Rt. Hon. Frank Boyd Baron Merriman who hath signed the annexed certificate to the office copy of the Probate Grant and Last Will and Testament of Constance Harrison, Deceased. was at the time of signing the said certificate President of the Probate Division of the High Court of Justice of England duly commissioned and qualified, that the said The Rt. Hon. Frank Boyd Baron Merriman is the officer of the said court authorized to sign and seal office copies of such documents, and that the seal affixed to the said certificate is the seal of the said Probate Division of the High Court of Justice.

(SEAL) In Witness Whereof I have hereunto set my hand and affixed the seal of the Consulate General of the United States, at London, aforesaid, this 14th day of August, 1941.

Richard A. Johnson
Vice Consul of the United States of Ameri

(Fee, $2) 10/4
Fee Stamp.

LIBER 73 PAGE 389

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament

of

Constance Harrison

London, England,

late of ~~said County~~

deceased

taken from a certified copy

filed, probated, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 14th *day of* January *in the year of our Lord, nineteen hundred and* ~~thirty~~ forty-two.

R. Glenn Prout

Register of Wills for Anne Arundel County.

By Frances M. Dang

Deputy

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
- vs -	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al.,	:	ANNE ARUNDEL COUNTY
	:	No.7782 - In Equity

- - - - - - - - - -

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,

- vs -

GRACE HART, et al.

ORDER OF PUBLICATION

The object of this suit is to procure a decree deciding and determining who are now entitled to the property and estate of Walter H. Hart, late of the City of Annapolis, Anne Arundel County, Maryland, particularly the share thereof passing under the agreement of settlement hereinafter referred to, to his daughter Constance Hart Harrison; and to have this Court determine and declare the method whereby the property interests of such parties in the estate of said decedent are to be determined and transferred to them.

Filed March 23 1942

The petition recites the death of Walter H. Hart in the City of Annapolis, Anne Arundel County, Maryland, on the 21st day of March, 1937, survived by Beatrice E. Hart, from whom he had theretofore been divorced a vinculo matrimonii, and two daughters by a former marriage; viz, Grace Hart, who now resides in the City of Annapolis, Anne Arundel County, Maryland, and Constance Hart Harrison, who is now dead.

The petition recites the Eighteenth or lastly clause of the will of said decedent. That a caveat was filed thereto by his two daughters, the issues upon which were heard by the Circuit Court for Anne Arundel County, resulting in a verdict sus-

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taining the will of said decedent. That prior to the rendition of such verdict the two daughters of the testator entered into an agreement, dated January 23, 1939, with The Salvation Army, the residuary legatee, for the settlement of said caveat; the provisions of said agreement being fully set forth in the petition.

The petition further recites that Linwood L. Clark, one of the legatees under the will of the said Walter H. Hart, filed the original bill of complaint in this cause, wherein he contended that the agreement of settlement was a recognition of The Salvation Army as the absolute owner of the residue of the estate of said decedent and therefore invalid, and prayed that this Court assume jurisdiction, construe the will of said decedent and supervise the further administration of his estate. The matters raised by the bill of the said Linwood L. Clark came on for hearing upon bill, answer and testimony and on November 9, 1939 this Honorable Court assumed jurisdiction over the administration of the estate of said decedent and ratified the agreement of settlement hereinabove referred to. The opinion filed by the Chancellor upon which the order of November 9, 1939 was appended contained the following language, which it is suggested must be read in connection with such order and possibly in modification thereof:

> "The Chancellor perceives nothing inequitable in the substance of the compromise, but reserves for further consideration and action the method whereby the property interests involved may be determined and transferred."

Said petition further recites the sale by the petitioner, Mercantile Trust Company of Baltimore, of certain real estate of said decedent sufficient in its opinion for the purposes of said agreement, and that it now has on hand in cash a balance for distribution among the parties to said agreement and the successors in title of Constance Hart Harrison, deceased.

The petition further recites that since the ratification of the agreement of settlement and the last sales of real

estate made pursuant thereto, Constance Hart Harrison has died a citizen of the United Kingdom of Great Britain, residing at the time of her death in Cockfield, County of Suffolk, England, leaving a last will and testament, copy of which is filed with the petition, wherein, after payment of debts, testamentary expenses and certain pecuniary legacies, she directed her executors to divide the clear residue of her estate between such of the persons hereinafter named as shall survive her, in the following proportions; namely -

To the said May Figg, fifty shares

To her son Guy Figg, fifty shares

To the said Constance Veronica Figg, one hundred shares

To my God-child Naomi Wilton (daughter of C. Pleydell Wilton, Esq., c/o Vacuum Oil Company, Rangoon, Burma), one hundred shares

To Phil Ennis and Lizzie Ennis, both of Annapolis, twenty-five shares each

To the People's Dispensary for Sick Animals, six hundred shares

The petition further recites that Richard Lindsay Wilson Prentice and John Philip Manning Prentice, two of the executors named in the will of the said Constance Hart Harrison, have duly qualified as such in his Majesty's High Court of Justice, Probate Division, at Ipswich,England, and administration upon the estate of said decedent at her domicile has been granted and committed unto them by said Court; and that William J. McWilliams and Eugene P. Childs have qualified as administrators c.t.a. of the will of the said Constance Hart Harrison in the Orphans' Court for Anne Arundel County, Maryland.

The petition further recites that no payment or distribution has been made by the petitioner, Mercantile Trust Company of Baltimore, to any of the parties pursuant to said agreement of January 23, 1939 or otherwise.

And, finally, that Mercantile Trust Company of Baltimore is unable to complete the administration and distribution of

the estate of said Walter H. Hart, deceased, until this Honorable Court shall advise it with respect to the property interests of the parties and the successors of the deceased one under the agreement of January 23, 1939, and the mode and method of making settlement and distribution thereunder.

That the defendants The Salvation Army, a body corporate of the State of Georgia; Robert Harrison, who resides in Cockfield, County of Suffolk, England; Richard Lindsay Wilson Prentice, individually and as executor of the will of Constance Hart Harrison, deceased, and John Philip Manning Prentice, individually and as executor of the will of Constance Hart Harrison, deceased, both of Stowmarket, County of Suffolk, England; West Suffolk General Hospital, Bury St. Edmunds, County of Suffolk, England; John Cory, M. D., Bury St. Edmunds, County of Suffolk, England; May Figg, Guy Figg and Constance Veronica Figg, St. Minver, Wadebridge, County of Cornwell,England; Naomi Wilton (daughter of C. Pleydell Wilton, Esq., c/o Vacuum Oil Company, Rangoon, Burma); and People's Dispensary for Sick Animals, whose address is unknown, but which is believed to be Bury St. Edmunds, County of Suffolk, England; are all non-residents of the State of Maryland, and with the exception of The Salvation Army are all aliens of the United States of America.

IT IS THEREUPON this 23rd day of March, 1942, ORDERED by the Circuit Court for Anne Arundel County, In Equity, that the petitioner by causing a copy of this Order to be published in some daily newspaper in the City of Annapolis, once in each of four successive weeks, on or before the 24th day of May, 1942, give notice to said absent defendants of the object and substance of this petition, warning them to be and appear in this Court, either in person or by solicitor, on or before the 24th day of June, 1942, to show cause, if any they have, why a decree ought not be passed as prayed.

Ridgely P. Melvin
JUDGE.

Linwood L. Clark	:	No. 7782 Equity
vs.	:	In the Circuit Court
Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, etc.	:	for Anne Arundel County

The petition of Albert W. Trader and Lois Stewart Trader, his wife, respectfully shows:

I.

That your petitioners entered into a contract of sale with the Mercantile Trust Company of Baltimore, Maryland, Executor of the Estate of Walter H. Hart, deceased, on the 19th day of October 1942, whereby they agreed to purchase "all that fee simple lot of ground with the improvements thereon, situate in Anne Arundel County, Maryland, and known as No. 6, 8, 10, 14 Cheston Avenue, and the waterfront lot adjacent to No. 6 Cheston Avenue, All in the City of Annapolis, at and for the sum of Twenty Thousand Dollars".

II.

That the said property are Lots 16, 20, 22 & 24 of Block "A" as designated on the plat of Melvin's Plan of Murray Hill, recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 1, folio 17, together with the accretions, alluvion shores and additions to the said lot known as No. 6 Cheston Avenue, or said lot No. 24 on the said plat. Each of Lots 16, 20 & 22 having a frontage on Cheston Avenue of 30 feet as shown by the aforesaid plat, but the dimensions of Lot No. 24 are not included thereon.

III.

That in the report of sale of the Mercantile Trust Company as Executor of the Estate of Walter H. Hart filed in these proceedings on the 12th day of January, 1943, the property which your petitioners are buying was erroneously described.

Filed March 26 1942

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IV.

That it was therefore necessary to have the property surveyed for the purpose of drawing correct descriptions and locating the improvements thereon.

V.

That the said J.R. McCrone, Jr. has now surveyed the property, plat of which is filed herewith, and drawn descriptions in accordance therewith, as follows:

Lot No. 16- Beginning for the same on the Northeast side of Cheston Avenue at an iron pipe which is located South 55 degrees 30 minutes East, 240 feet from the East corner of Cheston Avenue and Franklin Street; thence running at right angles to Cheston Avenue and parallel to Franklin Street, North 34 degrees 30 minutes East 110 feet to an iron pipe; thence South 55 degrees 30 minutes East 30 feet to a fence post in the division line between Lot 16 and Lot 18 of Block "A" on Melvin's Plan of Murray Hill; thence at right angles and parallel to the first line of this description, South 34 degrees 30 minutes West 110 feet to the Northeast side of Cheston Avenue; thence running with the said side of Cheston Avenue, North 55 degrees 30 minutes West, 30 feet to the place of beginning.

Being Lot No. 16, Section "A" of Melvin's Plan of Murray Hill, Annapolis, Maryland and known as No. 14 Cheston Avenue, as surveyed by J.R. McCrone, Jr. Registered Professional Engineer and Land Surveyor, in February 1943.

Lots 20, 22 & 24 and the additions thereto- Beginning for the same on the Northeast side of Cheston Avenue at an iron pipe which is located South 55 degrees 30 minutes East 300 feet from the East corner of Cheston Avenue and Franklin Street; thence running at right angles to Cheston Avenue and parallel to Franklin Street, North 34 degrees 30 minutes East 110 feet to an iron pipe; thence South 55 degrees 30 minutes East 151.9 feet to an iron pipe set in the line of a bulkhead on Spa Creek; thence along the line of the bulkhead and with the waters of Spa Creek 28 degrees 13 minutes West 110.67 feet to an iron pipe set on the Northeast side of Cheston Avenue; thence with the Northeast side of Cheston Avenue, North 55 degrees 30 minutes West, 164 feet to the place of beginning.

Being Lots 20, 22 and 24, Block "A" of Melvin's Plan of Murray Hill, Annapolis, Maryland, and all accretions, alluvion shores and additions thereto, being known as Nos. 10-8-6 Cheston Avenue, and the waterfront lot adjacent to No. 6 Cheston Avenue, as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in February 1943.

VI.

That the sale was ratified by this Honorable Court on the 16th day of February, 1943.

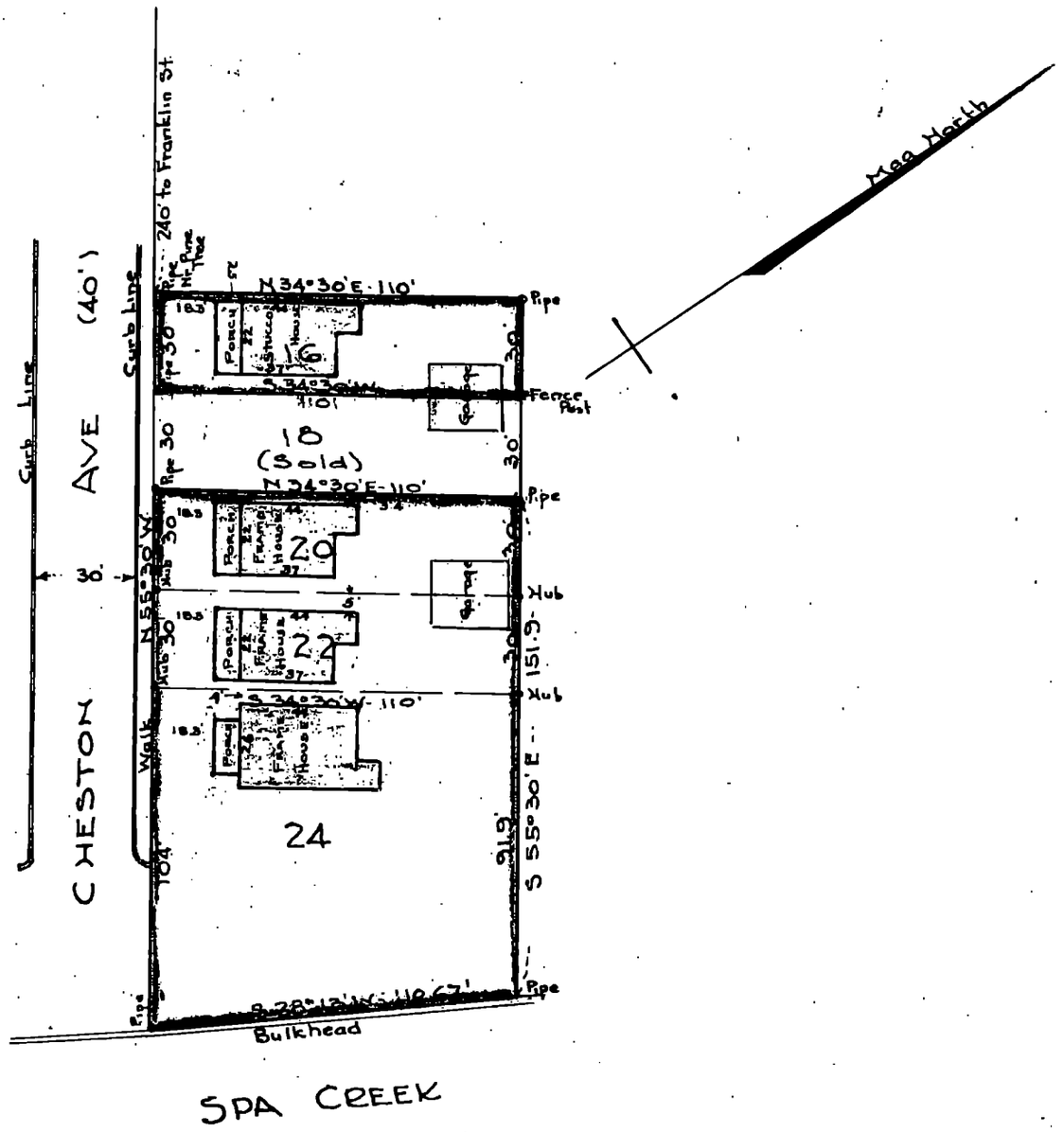
Therefore your petitioners pray this Honorable Court to pass an Order Nunc pro Tunc, as of the 12th day of January, 1943, substituting the description of the lots sold to your petitioners set out in this petition, according to the plat filed herewith and survey made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February 1943, for and in place of the descriptions of the same property set out in the report of sale of the Mercantile Trust Company, Executor of the Walter H. Hart Estate and filed in these proceedings on the 12th day of January 1943, and to make the plat a part of the report of sale the same as though it had been filed therewith.

And as in duty bound,

Solicitor for Albert W. Trader
and Lois Stewart Trader

THE MERCANTILE TRUST COMPANY, Executor of the Estate of Walter H. Hart does hereby consent to the passing of the Order herein prayed.

MERCANTILE TRUST COMPANY
By
TRUST OFFICER
Executor of the Estate of
Walter H. Hart



SURVEY

LOTS 16, 20, 22 & 24 MELVINS PLAN OF MURRAY HILL

CHESTON AVE.

ANNAPOLIS, MD.

Scale 1" = 50'

Date 2-10-43

J. R. McCrone, Jr.

Registered Professional Engineer & Land Surveyor

Annapolis, Md.

O R D E R

It is this 29th day of March 1943, by the Circuit Court for Anne Arundel County sitting in Equity, ordered Nunc pro Tunc, as of the 12th day of January 1943, that the descriptions of Lot 16, 20, 22 & 24 and the accretions, alluvion shores and additions thereto, set out in the aforegoing petition be substituted for and in place of the descriptions of the same property as set forth in the report of sale, filed in these proceedings on the 12th day of January 1943, and that the plat filed with the aforegoing petition is hereby declared a part of the said report of sale, and the same as though it was filed therewith.

Filed March 29, 1943

Ridgely P. Melvin
C.J.

LINWOOD L. CLARK, Plaintiff,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	:	NO. 7782 - IN EQUITY

. . . . . .

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,

- vs -

GRACE HART,
ROBERT HARRISON, Non-res.,
THE SALVATION ARMY, a body corporate of the State of Georgia, non-res.,
WILLIAM J. McWILLIAMS, and
EUGENE P. CHILDS, Administrators c.t.a. of the estate of Constance Hart Harrison, deceased,
RICHARD LINDSAY WILSON PRENTICE, non-res., Individually and as Executor of the will of Constance Hart Harrison, deceased,
JOHN PHILIP MANNING PRENTICE, non-res., Individually and as Executor of the will of Constance Hart Harrison, deceased,
WEST SUFFOLK GENERAL HOSPITAL, Bury St., Edmunds, England, non-res.,
JOHN CORY, M. D., non-res.,
MAY FIGG, non-res.,
GUY FIGG, non-res.,
CONSTANCE VERONICA FIGG, non-res.,
NAOMI WILTON, non-res.,
PHIL ENNIS,
LIZZIE ENNIS, and
PEOPLE'S DISPENSARY FOR SICK ANIMALS, County of Suffolk, England, non-res.

Filed June 13, 1942

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of The Salvation Army, a body corporate of the State of Georgia, one of the defendants under the petition of the Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, filed in the above entitled cause, on March 20, 1942, respectfully represents unto Your Honor:

1. It admits the matters and facts set forth in the first, second, third, fourth, fifth, sixth, seventh, tenth and eleventh paragraphs of the said petition.

2. It neither admits nor denies the matters set forth in the eighth and ninth paragraphs of said petition, having no knowledge thereof, and it demands full proof of the same.

3. Further answering said petition as a whole, this respondent says that it is desirable and practical that distribution be made of the assets in the hands of the petitioner (Executor) in accordance with the agreement of January 23, 1939, and it claims such an amount thereunder to which it is legally and equitably entitled.

And as in duty, etc.

THE SALVATION ARMY, INC.
a body corporate
By W. C. Arnold
VICE-PRESIDENT
Robert J. MacGregor
Solicitor for The Salvation Army

STATE OF GEORGIA, County of Fulton,
City of Atlanta, to wit:

I hereby certify, that on this 8th day of June 1942, before me, the subscriber, a Notary Public of the State of Georgia, County of Fulton, duly commissioned and qualified in and for said City, personally appeared Wm. C. Arnold the Vice-President of the Salvation Army, a body corporate, the Respondent, and made oath in due form of law on behalf of the said body corporate that the matters and facts set forth in the aforegoing answer are true and bona fide to the best of his knowledge and belief and further that he is the Vice-President of the said corporate Respondent and he is duly authorized to make this affidavit.

As Witness my hand and Notarial Seal,

Eileen Mulphus
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Feb. 24, 1946

Linwood L. Clark, Plaintiff	:	In The Circuit Court
vs.	:	for
Merdantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, Deceased, etc.	:	Anne Arundel County
	:	No. 7782 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The plaintiff in the above matter, by virtue of his "co-adjutorship" as shown by the clause of the Bill in this case, as interpreted by this Honorable Court through Chief Judge Parke in his Opinion on the demurrer to the Bill of Complaint, respectfully says:

1 - That he takes notice of the publication now running, in which the Executor recites that it desires to pass an administration account, but is unable to do so, because of the reservation in the Court's Opinion "for further consideration and action, the method whereby the property interests involved may be determined and transferred."

2 - That the Order of Court so published is, that, "cause be shown on or before June 24, 1942, why a decree ought not to be passed as prayed," but does not expressly show what decree is prayed for.

3 - That the published prayer, therefore, in effect, simply asks that this Honorable Court advise it with respect to the property interests of the parties ..... and the mode and method of making settlement and distribution thereunder. Obviously the advice requested, is not at this stage of the case susceptible of a contrary showing.

WHEREFORE, your petitioner respectfully reserves the right to except to any Order of Court, or any item in the administration account when filed, that defeats, or may tend in his Opinion to defeat, the testator's purpose and intent, especially with respect to the distribution and transfer of the residue of the estate.

AND AS IN DUTY BOUND, etc.

Filed June 22, 1942

Linwood L. Clark

Linwood L. Clark, Plaintiff

LIBER 73 PAGE 402

LINWOOD L. CLARK, Plaintiff,	:	
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,	:	No. 7782 - IN EQUITY
vs.	:	
GRACE HART, et al.	:	

ANSWER OF GRACE HART

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Filed June 22, 1942.

The answer of Grace Hart to the petition of the Mercantile Trust Company of Baltimore filed in this cause on the 20 day of March, 1942, respectfully shows:

FIRST: Answering the first to tenth paragraphs, inclusive, of said petition, this Respondent admits the matters and facts set forth therein.

SECOND: Answering the eleventh paragraph of said petition, this Respondent says that she is entitled to receive, as her distributive share of the estate of Walter H. Hart, deceased, one-fourth of the assets of said estate, said distributive share of corpus not to exceed Fifty Thousand Dollars ($50,000.00) and in addition thereto this Respondent says she is also entitled to receive one fourth of the income from said estate from the date of the execution of the settlement agreement of January 23, 1939, or the income from whatever proportion of said estate that Fifty Thousand Dollars ($50,000.00) bears to the whole estate, should the whole estate exceed the sum of Two Hundred Thousand Dollars ($200,000.00).

WHEREFORE, your Respondent having fully answered said petition, respectfully prays that an order may be passed awarding to her the distributive share of said estate as above set forth.

AND, as in duty bound

Grace Hart

Grace Hart, Respondent

LINWOOD L. CLARK,	:	
Plaintiff,	:	
vs	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al.,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Defendants.	:	
.....	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,	:	No.7782 - IN EQUITY
vs	:	
GRACE HART, et al.	:	

.....

PETITION OF GRACE HART FOR PARTIAL DISTRIBUTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Grace Hart, one of the parties to this cause, respectfully shows unto your Honor.

Filed June 22, 1942

FIRST: That by virtue of a settlement agreement dated January 23, 1939, and heretofore filed herein, your Petitioner and her sister, Constance Hart Harrison, became the owners of a one-half interest in the residuary estate of Walter H. Hart, deceased, said one-half interest not to exceed One Hundred Thousand Dollars ($100,000.00).

SECOND: That the said Constance Hart Harrison has since departed this life and letters of administration C.T.A. have been granted upon her estate by the Orphans' Court for Anne Arundel County to William J. McWilliams, Esquire, and Eugene P. Childs, Esquire, who have been made parties to this cause.

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THIRD: That the Mercantile Trust Company of Baltimore, Executor under the will of the said Walter H. Hart, deceased, has on hand cash in excess of Forty Thousand Dollars ($40,000.00) over and above an amount adequate to cover all unpaid expenses of administration which said sum of Forty Thousand Dollars ($40,000.00) is now available for distribution to The Salvation Army, the personal representatives of the said Constance Hart Harrison and to your Petitioner.

WHEREFORE, YOUR PETITIONER RESPECTFULLY PRAYS that an order may be passed directing the said Mercantile Trust Company to distribute the surplus cash in its hands in accordance with the agreement of January 23, 1939.

AND as in duty bound

Grace Hart.
Grace Hart, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of June, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared GRACE HART, and she made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Grace E. Roth
Notary Public

O R D E R

Filed June 22, 1942

Upon the aforegoing petition and affidavit of Grace Hart, it is this 22nd day of June, 1942, by the Circuit Court for Anne Arundel County ORDERED that the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, show cause, on or before the 6th day of July, 1942, why it should not distribute the surplus cash on hand as prayed in said petition, provided a copy of this order and of said petition be served on the said Mercantile Trust Company, or its solicitor of record, on or before the 24th day of July, 1942.

Rigby P. Melvin
Judge

Copy of above order will be served on Mercantile Trust Co. June 22, 1942.
by Robert S. Middleton

LINWOOD L. CLARK, Plaintiff, Vs MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #7782 Equity
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, Vs GRACE HART, et al.	*	

* * *

PETITION OF WILLIAM J. McWILLIAMS and EUGENE P. CHILDS, ADMINISTRATORS C.T.A. OF THE ESTATE OF CONSTANCE HART HARRISON, Deceased

Filed - June 24, 1943

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, deceased, respectfully represents unto your Honors:

1. That by virtue of a settlement agreement dated January 20, 1939, by inadvertance referred to in the Petition of the Mercantile Trust Company as being dated January 23, 1939, and heretofore filed herein, Constance Hart Harrison and her sister Grace Hart became the owners of a one-half interest in the residuary estate of Walter H. Hart, deceased, said one-half interest not to exceed $100,000.00.

2. That the said Constance Hart Harrison has since departed this life and Letters of Administration, c.t.a. have been granted to your Petitioners by the Orphan's Court for Anne Arundel County; that your Petitioners are parties to this cause.

3. That the Mercantile Trust Company of Baltimore, Executor under the Last Will and Testament of the said Walter H. Hart, deceased, has on hand cash in excess of $40,000.00, over and above an amount adequate to cover all unpaid expenses of administration, which said sum of $40,000.00 is now available for distribution as follows: $20,000.00 to The Salvation Army, $10,000.00 to Grace Hart and $10,000.00 to your Petitioners.

WHEREFORE, your Petitioners respectfully pray that an Order may be passed directing the said the Mercantile Trust Company to distribute the surplus cash in its hands as hereinbefore set forth.

AND as in duty bound, etc.

William J. McIlhenny

Eugene P. Childs

Administrators c.t.a. of the
Estate of Constance Hart Harrison,
deceased, Petitioners

STATE OF MARYLAND:

COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY that on this 24th day of June, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared

WILLIAM J. McWILLIAMS and EUGENE P. CHILDS, Administrator c.t.a. of the Estate of Constance Hart Harrison, deceased, 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, information and belief.

AS WITNESS my hand and Notarial Seal.

Samuel S. Stokes
Notary Public

ORDER

Upon the aforegoing Petition and affidavit of William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, deceased, it is this 24th day of June, 1942, by the Circuit Court for Anne Arundel County ORDERED that the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, show cause, on or before the 10th day of July, 1942, why it should not distribute the surplus cash on hand as prayed in said Petition, provided a copy of this order and of said Petition be served on the said Mercantile Trust Company, or its solicitor of record, on or before the 1st day of July, 1942.

Filed - June 24 1942

Ridgely P. Melvin
Judge

LINWOOD L. CLARK, Plaintiff, Vs MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #7782 Equity
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, Vs GRACE HART, et al.	*	

* * *

ANSWER OF ROBERT HARRISON

Filed June 24, 1942

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Robert Harrison to the Petition of Mercantile Trust Company of Baltimore filed in this cause on the 20th day of March, 1942 respectfully shows:

1. Answering paragraphs 1 to 10 inclusive he admits the matters and facts set forth therein.

2. Answering paragraph 11 of said Petition he says:

(a) That he is a resident of Cockfield, County of Suffolk, England.

(b) That he was legally married to Constance Hart in December 1936 and lived with her as husband and wife at Cockfield, County of Suffolk,

England, until her death on April 25, 1941. That he was the husband of the said Constance Hart Harrison at the time of her death; that no children were born as a result of said marriage.

(c) That by her Last Will and Testament, a certified copy of which was filed in these proceedings marked Petitioner's Exhibit "A" by the Mercantile Trust Company, the said Constance Hart Harrison, deceased, made certain bequests but made no provision whatever in said Last Will and Testament for your Petitioner and executed her said Last Will and Testament to all intents and purposes as if she had never married.

(d) That on May 25, 1941, the day of her death, the said Constance Hart Harrison by virtue of the agreement dated January 20, 1939 was seized and possessed of an undivided one-quarter interest in and to the real property of which the said Walter H. Hart, deceased, died seized and possessed.

(e) That he is entitled to receive as the surviving husband of the said Constance Hart Harrison real estate at the value of $2000.00 and in addition thereto one-half of the residue of the real estate of which the said Constance Hart Harrison died seized and possessed.

3. That he makes this answer by his duly authorized Solicitor, William J. McWilliams of the Anne Arundel County Bar being unable to attend in person by reason of his residence in the British Isles and the present difficulties of transportation and communication.

WHEREFORE, your Respondent having fully answered said Petition respectfully prays that an Order may be passed awarding to him that portion of said Estate to which he is rightfully entitled.

AND as in duty bound, etc.

William J. McWilliams
Solicitor for Robert Harrison

LINWOOD L. CLARK, Plaintiff, Vs MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #7782 Equity
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, Vs GRACE HART, et al.	*	

* * *

ANSWER OF WILLIAM J. McWILLIAMS and EUGENE P. CHILDS, ADMINISTRATORS, C.T.A. OF THE ESTATE OF CONSTANCE HART HARRISON, Deceased

Filed - June 24, 1942

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, deceased, to the Petition of the Mercantile Trust Company of Baltimore, filed in this cause on the 20th day of March, 1942, respectfully shows:

1. Answering paragraphs 1 to 10, inclusive, of said Petition, they admit the matters and facts set forth therein.

2. Answering paragraph 11 of said Petition they say that they are entitled to receive, as Administrators c.t.a. of the Estate of Constance Hart Harrison, so much of the distribu-

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tive share of the said Constance Hart Harrison of the Estate of Walter H. Hart, deceased, as this Honorable Court may determine to be personalty , together with such income as may be found to have accrued thereon.

WHEREFORE, your Respondents having fully answered said Petition, respectfully pray that an appropriate Order may be passed in the premises.

AND as in duty bound, etc.

William J. McSherry

Eugene R. Childs

Administrators c.t.a. of the
Estate of Constance Hart Harrison,
deceased

LINWOOD L. CLARK, Plaintiff, vs. MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 7782 - IN EQUITY
.....	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, vs. GRACE HART, et al.	:	
.....	:	.....

Filed July 9, 1942

The answer of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, to the petition of Grace Hart filed herein on the 22nd day of June, 1942, in compliance with the order nisi passed thereon, respectfully shows:

1. That your petitioner was authorized by the agreement of settlement, dated January 23rd, 1939, referred to in the above mentioned petition, to sell such of the real estate of the said Walter H. Hart as the petitioner and her sister, Constance Hart Harrison and The Salvation Army may, in writing, direct for the purpose of raising money to pay the cost of administration, debts, legacies, taxes, &c.

2. That pursuant to said authorization and at the written direction of the said Grace Hart, Constance Hart Harrison and The Salvation Army, your petitioner made sales of real estate to the value of $36,200. and now has on hand in cash, including collec-

tions of rental and from all other sources, $65,867.58 of which it will need $25,000. for the purposes aforesaid, and the balance of $40,867.58 it is now ready to distribute in the proportions of one-fourth to the said Grace Hart, one-fourth to the Administrators of Constance Hart Harrison, deceased, and one-half to The Salvation Army, for the uses set forth in the will of said decedent; provided no cause to the contrary is shown and it is directed so to do by this Honorable Court.

AND your Respondent, &c.

Venable, Baetjer & Howard
Solicitors

MERCANTILE TRUST COMPANY OF BALTIMORE,
By G. E. Kellenberger
Assistant Trust Officer.

STATE OF MARYLAND }
CITY OF BALTIMORE } To Wit:

I HEREBY CERTIFY that on this 8th day of July, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Gordon E. Kellenberger, Assistant Trust Officer of Mercantile Trust Company of Baltimore and made oath in due form of law that the matters and facts set forth in the foregoing answer are true as therein stated to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

A. Di Paula
Notary Public.

LINWOOD L. CLARK, Plaintiff,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased	:	In Equity No. 7782
	:	

****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows:-

1. That your Petitioner was named Executor in the last will and testament of Walter H. Hart and that the estate of the said Walter H. Hart, deceased is now being administered under the jurisdiction of the Circuit Court for Anne Arundel County, in Equity, No. 7782.

2. That included among the estate and property of said decedent is that lot of ground and premises known as No. 319 Sixth Street (formerly known as No 81 First Street) in the village of Eastport, Anne Arundel County, Maryland; said property having been agreed to be sold under a contract of sale by the late Walter H. Hart to Robert F. Inman, which contract of sale is recorded among the Land Records of Anne Arundel County in Liber F.A.M. 153, folio 458.

3. That the said Robert F. Inman and his wife have agreed with the State Roads Commission to deed the said property in fee simple to the State of Maryland, to the use of the State Roads Commission

3. That your Petitioner, as Executor of the estate of Walter H. Hart, deceased, is the holder of the legal title, and in order to perfect title to the State of Maryland, to

Filed July 9 1942

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the use of the State Roads Commission must join in as party grantor with Robert F. Inman and wife.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and empowering it to join in the execution of a deed with Robert F. Inman and wife as a party grantor in conveying the said property to the State of Maryland, to the use of the State Rodds Commission.

AND your petitioner, etc.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased.

By G. E. Kellenberger
Asst Trust Officer

Henry J. Tarantino,
Solicitor

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 8th day of July, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared G. E. Kellenberger, who is Asst. Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

A. Di Paula
Notary Public

LINWOOD L. CLARK, Plaintiff	;	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	;	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, Defendant	:	In Equity No. 7782

****

ORDERED this 9th day of July, 1942, by the Circuit Court for Anne Arundel County, in Equity, that Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to join in a deed with Robert F. Inman and wife for the property described as No. 319 Sixth Street (formerly known as No. 81 First Street) in the village of Eastport, Maryland to the State of Maryland, to the use of the State Roads Commission.

Ridgely P. McLain
JUDGE.

Filed July 9 1942

LINWOOD L. CLARK,	:	
Plaintiff,	:	IN THE
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased,	:	CIRCUIT COURT
et al.,	:	FOR
Defendants.	:	
--------	:	ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,	:	No. 7782 - IN EQUITY
vs.	:	
GRACE HART, et al.	:	

oOo

The petition of Grace Hart heretofore filed herein on June 22, 1942 and the answer thereto of the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, having been considered and the petition of the Mercantile Trust Company of Baltimore filed herein March 20, 1942 and the answers to said petition of Grace Hart, of the Salvation Army and of William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, having also been considered, and it appearing to this Court that said Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, has on hand and is now ready to make distribution of the sum of $40,867.58 held by it as such Executor, in the proportions of one-fourth to the said Grace Hart, one-fourth to the said William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, and one-half to the Salvation Army, and no cause having been shown as provided

Filed - July 23 1942

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in the Order of this Court on June 22, 1942 as to why said distribution should not be made, it is thereupon

ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County this 23rd day of July, 1942, that the said Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, make distribution of said sum of $40,867.58 as provided in its said answer and pay the same in the following proportions: One-fourth, or $10,216.89 to the said Grace Hart; one-fourth, or $10,216.89 to the said William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, and one-half, or $20,433.80 to the said Salvation Army.

Filed July 23, 1942

Ralph S. Melvin
JUDGE.

We hereby consent to the passage of the foregoing Order:

Venable, Baetjer & Howard
Attorney for Mercantile Trust Company, Executor of the Estate of Walter H. Hart, deceased.

Ralph Barton
Attorney for Grace Hart.

Robert J. MacGregor
Attorney for The Salvation Army.

William J. McWilliams
Eugene P. Childs
~~Attorney for~~ William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison.

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
VS.	:	OF
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, EXECUTOR ETC.	:	ANNE ARUNDEL COUNTY No. 7782 Equity

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor under the Last Will and Testament of Walter H. Hart, deceased, respectfully represents unto your Honor:

1. That it has been administering the Estate of Walter H. Hart under the jurisdiction of this Honorable Court, this Court having assumed jurisdiction by its order dated November 9, 1939.

2. That attached hereto, and prayed to be taken as part hereof, is a report wherein your petitioner charges itself with the amount of personal estate retained in accordance with Auditor's Account filed August 28, 1940, with the proceeds of real estate sold after ratification by this Honorable Court, with collections made subsequent to the Auditor's Account, and credits itself with its costs and disbursements, with certain legacies paid in accordance with the terms of the Will of Walter H. Hart, and with the balance of personal estate in its possession.

Filed October 7, 1942

WHEREFORE, your petitioner respectfully prays that the papers in this case be referred to an Auditor to state an account.

Mercantile Trust Company of Baltimore

By G. E. Kellenberger
Assistant Trust Officer
Executor Estate of Walter H. Hart

Venable, Baetjer & Howard
Solicitors for Petitioner

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 5th day of October, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared G. E. Kellenberger, Asst. Trust Officer of Mercantile Trust Company of Baltimore and made oath in due form of law that the matters and facts stated in the foregoing Petition are true as therein set forth, to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

A. Di Paula
Notary Public

DI PAULA NOTARY PUBLIC BALTIMORE

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LINWOOD L. CLARK :

VS. :

MERCANTILE TRUST COMPANY OF BAL-:
TIMORE, a body corporate, EXECUTOR
OF THE ESTATE OF WALTER H. HART,:

:

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY
No. 7782 Equity

Filed - Oct. 8, 1942

.....

ORDERED by the Circuit Court of Anne Arundel County, this 8th day of October, 1942, that the papers in the above entitled cause be and they are hereby referred to ~~one of~~ the Auditors of this Court for the stating of an account.

Judge

~~Judges~~

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
vs.	:	OF
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, EXECUTOR, ETC.	:	ANNE ARUNDEL COUNTY
	:	No. 7782 Equity

.....

The Fourth Account of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased.

4/1/40
9/31/42

This accountant charges itself with the amount of personal property and estate retained by it in accordance with Auditor's Account filed August 28, 1940 — $30,874.89

And with the payment of balance of debt of Robert F. Inman and wife, shown as Sperate on List of Debts filed — 1,903.30

And with the gain over the inventory on $216.20 balance of Certificate of Participation in Depositors' Guarantee Fund of The Annapolis Savings Institution paid in full with interest — 223.02

And with the gain over the Inventory on 3 shs. Annapolis Dairy Products Co., 7% Pfd. sold @ 100 less tax — 104.82

And with the gain over the Inventory on 2 shs. Annapolis Athletic Association sold @ 50 — 100.00

Filed Oct 7, 1942

And with amount received in full settlement of tax sale property Lots 6 and 7 Section A, Garland, per Order of Court 9/17/40 — 512.51

And with amount received for quit claim deed to tax sale property in East Washington Park, Washington, D. C., per Order of Court 12/23/40 — 100.00

And with the proceeds sales of the following real estate per Reports of Sales ratified:

643 Bay Ridge Ave. and lots known as Tall Cedars, Eastport	$ 4,000.00	
Property known as Green Gables on Broad Creek	8,500.00	
17-19 Shaw Street, Annapolis, Md.	4,700.00	
131-133 Charles Street, Annapolis, Md.	5,700.00	
83-85 Charles Street, Annapolis, Md.	2,600.00	
77 Franklin Street, Annapolis, Md.	5,200.00	
23 St. John's Street, Annapolis, Md.	2,500.00	33,200.00

And with the following collections:

29 mos. rent from 4/11/40 to 9/11/42 78 Charles St.		435.00	
25 " 4/29/40 to 5/29/42 79 Charles St.		743.75	
28 " 4/24/40 to 8/24/42 81 Charles St.		735.00	
Bal. 1 mos. rent to 5/1/40 83 Charles St.	$ 3.00		
8 mos. rent from 5/1/40 to 1/1/41 83 Charles St.	160.00		
A/c 1 mos. rent to 2/1/41 83 Charles St.	4.00	167.00	

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8 mos. rent from 5/13/40 to 1/13/41 85 Charles St.	$192.00	
A/c 1 mos. rent to 2/13/41 85 Charles St.	17.00	$ 209.00
Bal. 1 mos. rent to 6/12/40 121 Charles St.	16.75	
24½ mos. rent from 6/12/40 to 6/26/42 121 Charles St.	900.37	
2 mos. rent from 7/1/42 to 9/1/42 121 Charles St.	73.50	990.62
Bal. 1 mos. rent to 4/8/40 123 Charles St.	8.37	
29 mos. rent from 4/8/40 to 9/8/42 123 Charles St.	1,065.75	1,074.12
Bal. 1 mos. rent to 3/1/40 125 Charles St.	21.75	
A/c 1 mos. rent to 4/1/40 125 Charles St.	28.25	
17 mos. rent from 3/15/41 to 8/17/42 125 Charles St.	595.00	645.00
4 mos. rent from 4/10/40 to 8/10/40 127 Charles St.	147.00	
19½ mos. rent from 2/1/41 to 9/15/42 127 Charles St.	716.62	863.62
A/c 1 mos. rent from 7/1/40 to 8/1/40 133 Charles St.		20.00
4 mos. rent from 5/4/40 to 9/4/40 1 King Charles Place	127.00	
22 " 11/1/40 to 9/1/42	698.50	825.50
25 " 7/15/40 to 8/15/42 3 King Charles Place		793.75
1 Weeks rent (June Week 1940) 4 King Charles Place	80.00	
2 mos. rent from 1/3/41 to 3/3/41	83.50	
17 " 4/1/41 to 9/1/42	709.75	873.25
27 " 5/1/40 to 8/1/42 5 King Charles Place		932.25
2 " 1/15/41 to 3/15/41 6 King Charles Place	127.00	
A/c 1" to 4/15/41	31.76	
17 " from 4/24/41 to 9/24/41	709.75	868.51
1 Weeks rent (June Week 1940) 7 King Charles Place	80.00	
25 mos. rent from 8/1/40 to 9/1/42	1,043.75	1,123.75
Bal. 1 mos. rent to 5/15/40 8 King Charles Place	45.50	
27 mos. rent from 5/15/40 to 8/15/42 8 King Charles Place	1,152.25	1,197.75
12 " 4/25/40 to 4/25/41 77 Franklin St.		621.00
29 " 3/7/40 to 8/7/42 6 Cheston Ave.		1,355.75
24 " 9/1/40 to 9/1/42 8 Cheston Ave.		882.00
Bal. 1 mos. rent to 5/23/40 10 Cheston Ave.	20.00	
22¼ mos. rent from 5/23/40 to 3/31/42	900.50	
5 mos. rent from 4/6/42 to 9/6/42	207.00	1,127.50
28 " 5/1/40 to 9/1/42 14 Cheston Ave.		980.00
1 Weeks rent (June Week 1940) Apt. #1 219 Hanover St.	75.00	
4 mos. rent from 8/1/40 to 12/1/40	180.00	
5 mos. 6 days rent from 12/9/40 to 5/15/41	234.00	
1 mos. rent from 5/16/41 to 6/16/41	47.50	
6 " 7/15/41 to 1/15/42	240.00	
8 " 1/15/42 to 9/15/42	350.00	1,126.50
6 " 2/15/40 to 8/15/40 Apt. #2 219 Hanover St.	270.00	
21 " 12/1/40 to 9/1/42	1,050.00	1,320.00

2 mos. rent from 5/1/40 to 7/1/40 Apt. #3 219 Hanover St.	$ 70.00	
2 " 9/1/40 to 11/1/40	95.00	
22 " 11/8/40 to 9/8/42	990.00	$ 1,155.00
1 Weeks rent (June Week 1940) Apt. #4 219 Hanover St.	75.00	
13 mos. rent from 6/15/40 to 7/15/41	485.00	
5 mos. rent from 7/26/41 to 12/26/41	250.00	
4-3/4 mos. rent from 1/1/42 to 5/22/42	237.00	
3 mos. rent from 5/22/42 to 8/22/42	130.00	
A/c 1 mos. rent to 9/22/42	5.00	1,182.00
28 mos. rent from 4/28/40 to 8/28/42 Apt. #5 219 Hanover St.		980.00
29 " 4/15/40 to 9/15/42 Apt. #7 219 Hanover St.		1,015.00
1 Weeks rent (June Week 1940) Apt. #8 219 Hanover St.	75.00	
27 mos. rent from 6/15/40 to 9/15/42	810.00	885.00
1 Weeks rent (June Week 1940) Apt. #9 219 Hanover St.	75.00	
22 mos. rent from 10/21/40 to 8/21/42	1,005.00	1,080.00
1 Weeks rent (June Week 1940) Apt. #10 219 Hanover St.	75.00	
4½ mos. rent from 12/15/40 to 5/1/41	180.00	
13 mos. rent from 5/19/41 to 6/19/42	585.00	
A/c 1 mos. rent to 7/19/42	30.00	
1 mos. rent from 8/1/42 to 9/1/42	40.00	
A/c 1 mos. rent to 10/1/42	5.00	915.00
Bal. 1 mos. rent to 3/5/40 21 East St.	15.25	
28 mos. rent from 3/5/40 to 7/5/42	889.00	
A/c 1 mos. rent to 8/5/42	18.25	922.50
Bal. 1 mos. rent to 1/1/40 23 St. Johns St.	.75	
A/c 1 mos. rent to 2/1/40	30.00	
3 mos. rent from 9/15/40 to 12/15/40	83.25	
A/c 1" to 1/15/41	14.75	128.75
2 mos. rent from 4/15/40 to 6/15/40 17 Shaw St.	78.50	
6 " 9/6/40 to 3/6/41	220.50	299.00
11 " 4/1/40 to 3/1/41 19 Shaw St.		409.25
4 " 5/5/40 to 9/5/40 306 West St.	127.00	
22 " 10/5/40 to 8/5/42	698.50	825.50
6 " 5/1/40 to 11/1/40 308 West St.	190.50	
21 " 11/6/40 to 8/6/42	666.75	
A/c 1" to 9/6/42	16.75	874.00
Bal. 1 mos. rent to 4/5/40 310 West St.	3.75	
28 mos. rent from 4/5/40 to 8/5/42	889.00	892.75
15 " 4/1/40 to 7/1/41 312 West St.	476.25	
11 " 8/9/41 to 7/9/42	349.25	825.50
Bal. 1 mos. rent to 3/1/40 314 West St.	23.50	
27 mos. rent from 3/1/40 to 6/1/42	857.50	
A/c 1" to 7/1/42	15.00	896.00
4 mos. rent from 5/18/40 to 9/18/40 316 West St.	127.00	
18 " 2/8/41 to 8/8/42	571.50	
A/c 1" to 9/8/42	27.00	725.50
Bal. 1 mos. rent to 5/10/40 19 Dean St.	11.00	
1 mos. rent from 5/10/40 to 6/10/40	21.75	
6 " 10/4/40 to 4/4/41	130.50	
13 " 7/15/41 to 8/15/42	282.75	446.00
Bal. 1 mos. rent to 5/17/40 21 Dean St.	10.75	
27 mos. rent from 5/17/40 to 8/17/42	587.25	
A/c 1 mos. rent to 9/17/42	11.00	609.00
8 mos. rent from 4/27/40 to 12/27/40 23 Dean St.	174.00	

Rent from 12/27/40 to 1/18/41		
23 Dean St.	$ 16.75	
16 mos. rent from 4/2/41 to 8/2/42	348.00	
A/c 1 mos. rent to 9/2/42	.25	$ 539.00
14 mos. rent from 5/1/41 to 7/1/42		
25 Dean St.	304.50	
A/c 1 mos. rent to 8/1/42	9.00	313.50
Bal. 1 mos. rent to 10/17/39		
27 Dean St.	3.50	
35 mos. rent from 10/17/39 to 9/17/42	761.25	764.75
Bal. 1 mos. rent to 3/15/40 29 Dean St.	17.85	
27 mos. rent from 3/15/40 to 6/15/42	587.25	
A/c 1 mos. rent to 7/15/42	16.40	621.50
12 mos. rent from 6/27/40 to 6/27/41		
31 Dean St.	261.00	
A/c 1 mos. rent to 7/27/41	14.50	
5 mos. rent from 3/1/42 to 8/1/42	108.75	
A/c 1 mos. rent to 9/1/42	10.00	394.25
6 mos. rent from 2/20/40 to 8/20/40		
33 Dean St.	129.00	
A/c 1 mos. rent to 9/20/40	4.75	
14 mos. rent from 6/16/41 to 8/16/41	304.50	438.25
7 mos. rent from 4/13/40 to 11/13/40		
35 Dean St.	152.25	
18 mos. rent from 2/1/41 to 8/1/42	391.50	
A/c 1 mos. rent to 9/1/42	8.00	551.75
3 mos. rent from 4/15/41 to 7/15/41		
37 Dean St.	65.25	
3 mos. rent from 8/7/41 to 11/7/41	65.25	
A/c 1 mos. rent to 12/7/41	10.00	
8 mos. rent from 12/13/41 to 8/13/42	174.00	314.50
6 mos. rent from 7/12/40 to 1/12/41		
39 Dean St.	140.50	
11 mos. rent from 6/23/41 to 5/23/42	261.25	
A/c 1 mos. rent to 6/23/42	2.25	404.00
Bal. 1 mos. rent to 10/9/39 41 Dean St.	15.25	
24 mos. rent from 10/9/39 to 10/9/41	522.00	
A/c 1 mos. rent to 11/9/41	18.25	555.50
29 mos. rent from 4/17/40 to 9/17/42		
43 Dean St.		688.75
28 mos. rent from 5/2/40 to 9/2/42		
45 Dean St.		665.00
Bal. 1 mos. rent to 12/2/39 54 Cornhill St.	4.25	
16 mos. rent from 12/2/39 to 4/2/41	240.00	
A/c 1 mos. rent to 5/2/41	9.75	
8 mos. rent from 11/2/41 to 7/2/42	120.00	
A/c 1 mos. rent to 8/2/42	1.25	375.25
Bal. 1 mos. rent to 4/1/40 56 Cornhill St.	10.00	
4½ mos. rent from 4/1/40 to 8/15/40	67.50	
4 mos. rent from 9/14/40 to 1/14/41	60.00	
A/c 1 mos. rent to 2/14/41	12.75	
14 mos. rent from 5/17/41 to 7/17/42	210.00	360.25
Bal. 1 mos. rent to 4/3/40 58 Cornhill St.	7.50	
27 mos. rent from 4/3/40 to 7/3/42	405.00	412.50
28 mos. rent from 5/10/40 to 9/10/42		
Office #1 12 Church Circle		980.00
29 mos. rent from 2/5/40 to 7/5/42		
Office #3 12 Church Circle		580.00
9 mos. rent from 12/1/41 to 9/1/42		
Office #4 12 Church Circle		225.00
31 mos. rent from 12/15/39 to 7/15/42		
Basement Office #1 12 Church Circle	775.00	
A/c 1 mos. rent to 8/15/42	12.50	787.50
28 mos. rent from 5/15/40 to 9/15/42		
Basement Office #2 12 Church Circle		252.00

5-1/3 mos. rent from 11/16/39 to 4/25/40		
Garage #2 South St.	$ 16.00	
11 mos. rent from 10/7/41 to 9/7/42	33.00	$ 49.00
1 mos. rent from 6/1/40 to 7/1/40		
Garage #3 South St.	4.00	
15 mos. rent from 5/1/41 to 8/1/42	45.00	49.00
21 mos. rent from 6/1/40 to 3/1/42		
Garage #5 South St.	84.00	
2 mos. rent from 5/7/42 to 7/7/42	8.00	
A/c 1 mos. rent to 8/7/42	2.00	94.00
8 mos. rent from 1/24/42 to 9/24/42		
Garage #6 South St.		24.00
2 mos. rent from 7/28/42 to 9/28/42		
Garage #7 South St.		8.00
20 mos. rent from 12/15/40 to 8/15/42		
Garage #8 South St.		80.00
1 mos. rent from 5/8/41 to 6/8/41		
Garage #9 South St.	3.00	
1 mos. rent from 1/13/42 to 2/13/42	4.00	
5 mos. rent from 4/1/42 to 9/1/42	20.00	27.00
12 mos. rent from 4/15/40 to 4/15/41		
Garage #10 South St.	48.00	
16 mos. rent from 5/13/41 to 9/13/42	64.00	112.00
3 mos. rent from 6/5/40 to 9/5/40		
Garage #11 South St.	12.00	
14 mos. rent from 4/15/41 to 6/15/42	56.00	68.00
28 mos. rent from 4/29/40 to 8/29/42		
Garage #12 South St.		140.00
2 mos. rent from 4/1/40 to 6/1/40		
Garage #13 South St.	8.00	
5 mos. rent from 12/13/40 to 5/13/41	20.00	
1 mos. rent from 5/5/41 to 6/5/41	4.00	
2 mos. rent from 12/1/41 to 2/1/42	8.00	40.00
Bal. 1 mos. rent to 3/16/40 643 Bay		
Ridge Ave.	17.50	
4 mos. rent from 3/16/40 to 7/16/40	140.00	
5 mos. rent from 9/13/40 to 2/13/41	175.00	332.50
2 mos. rent from 7/1/40 to 9/1/40		
Green Gables on Broad Creek		200.00
1 Weeks rent (June Week 1940) 2 Claude		
St., Wardour	75.00	
27 mos. rent from 6/15/40 to 9/15/42	1,080.00	1,155.00
28 mos. rent from 5/1/40 to 9/1/42		
4 Claude St., Wardour		980.00
10 mos. rent from 6/1/40 to 4/1/41		
6 Claude St., Wardour	350.00	
Rent from 4/1/41 to 4/5/41	5.83	
17 mos. rent from 4/19/41 to 9/19/42	595.00	950.83
2 mos. rent from 6/28/40 to 8/28/40		
8 Claude St., Wardour	70.00	
20 mos. rent from 9/1/40 to 5/1/42	700.00	770.00
29 mos. rent from 4/15/40 to 9/15/42		
10 Claude St., Wardour		1,015.00
28 mos. rent from 5/5/40 to 9/5/42		
12 Claude St., Wardour		975.00
28 mos. rent from 4/1/40 to 8/1/42		
14 Claude St., Wardour		1,006.75
22 mos. rent from 6/1/40 to 4/1/42		
16 Claude St., Wardour	770.00	
5 mos. rent from 4/15/42 to 9/15/42	190.00	960.00
14½ mos.rent from 7/1/40 to 9/15/41		
18 Claude St., Wardour	677.88	
11 mos. rent from 9/17/41 to 8/17/42	514.25	
Rent from 8/17/42 to 8/31/42	21.00	
A/c 1 mos. rent from 9/1/42 to		
10/1/42	10.00	1,223.13
5 mos. rent from 5/5/40 to 10/5/40		
20 Claude St., Wardour	183.75	
22 mos. rent from 11/1/40 to 9/1/42	818.50	
A/c 1 mos. rent to 10/1/42	10.00	1,012.25

1 Weeks rent (June Week 1940) 22 Claude St., Wardour	$ 80.00	
19 mos. rent from 2/1/41 to 9/1/42	760.00	$ 840.00
1 Weeks rent (June Week 1940) 24 Claude St., Wardour	80.00	
2 mos. rent from 1/25/41 to 3/25/41	90.00	
Rent from 3/25/41 to 4/16/41	33.00	
16 mos. rent from 5/24/41 to 9/24/42	720.00	923.00
1 mos. rent from 6/5/40 to 7/5/40 1 Severn Ave.	15.00	
4 mos. rent from 9/10/40 to 1/10/41	60.00	
17 mos. rent from 2/17/41 to 7/17/42	255.00	
A/c 1 mos. rent to 8/17/42	11.25	341.25
Bal. 1 mos. rent to 3/16/40 3 Severn Ave.	8.00	
2½ mos. rent from 3/16/40 to 6/1/40	60.00	
1 mos. rent from 1/2/41 to 2/2/41	24.00	
2 mos. rent from 3/20/41 to 5/20/41	48.00	
A/c 1 mos. rent from 7/5/41 to 8/5/41	12.00	
A/c 1 mos. rent from 7/26/41 to 8/26/41	18.00	
10 mos. rent from 10/1/41 to 8/1/42	200.00	
A/c 1 mos. rent to 9/1/42	15.00	385.00
27 mos. rent from 5/22/40 to 8/22/42 75 Severn Ave.		675.00
1 mos. rent from 5/3/40 to 6/3/40 388 Severn Ave.	21.00	
4 mos. rent from 7/1/40 to 11/1/40	84.00	
3 mos. rent from 1/15/41 to 4/15/41	63.00	
A/c 1 mos. rent to 5/15/41	10.00	
8 mos. rent from 8/28/41 to 4/28/42	168.00	
A/c 1 mos. rent to 5/28/42	19.00	365.00
4 mos. rent from 5/5/40 to 9/5/40 390 Severn Ave.	84.00	
2 mos. rent from 9/17/40 to 11/17/40	42.00	
12 mos. rent from 8/28/41 to 8/28/42	252.00	378.00
3 mos. rent from 5/18/40 to 8/18/40 392 Severn Ave.	63.00	
22 mos. rent from 9/27/40 to 7/27/42	462.00	525.00
28 mos. rent from 3/28/40 to 7/28/42 285 Fifth St.		560.00
4 mos. rent from 2/20/40 to 6/20/40 272 Fourth St.	72.00	
23 mos. rent from 9/19/40 to 8/19/42	414.00	
A/c 1 mos. rent to 9/19/42	9.00	495.00
24 mos. rent from 5/5/40 to 5/5/42 Truck House, First St., Eastport		72.00
2 mos. rent from 7/1/40 to 9/1/40 "Ten Oaks" Eastport	300.00	
2 mos. rent from 6/1/41 to 7/1/41	150.00	
A/c 1 mos. rent to 8/1/41	50.00	
5 mos. rent from 4/1/42 to 9/1/42	375.00	875.00
1 mos. rent from 3/12/40 to 4/12/40 Garland, Md., Apt. #1	31.75	
7 mos. rent from 7/15/40 to 2/15/41	222.25	
11 mos. rent from 6/6/41 to 5/6/42	349.25	
A/c 1 mos. rent to 6/6/42	30.75	634.00
19 mos. rent from 1/25/40 to 8/25/41 Apt. #2, Garland, Md.	603.25	
A/c 1 mos. rent to 9/25/41	10.00	
6 mos. rent from 2/1/42 to 8/1/42	190.50	803.75
29 mos. rent from 4/27/40 to 9/27/42 Apt. #3 Garland, Md.		775.75
29 mos. rent from 2/14/40 to 7/15/42 Apt. #4 Garland, Md.	775.75	
A/c 1 mos. rent to 8/15/42	13.75	789.50
6 mos. rent from 5/12/40 to 11/12/40 Fifth Ave., Garland, Md.		80.25

Received from Robert F. Inman and wife,

purchasers of property 81 First St. under contract of sale: Interest @ 5% from 1/10/40 to 8/22/42	$271.24		
3 years fire insurance	10.20		
Water rent from 11/1/40 to 8/1/42	39.00		
1940/42 State & Anne Arundel County Taxes	51.05		
1940/42 Water & Sewer Benefit Charges	94.50	$ 465.99	
Refund of 1937 and 1938 Federal Income Tax with interest		97.39	
Refund of 1937 Maryland Income Tax		14.35	
County Trust Co. of Md., dividends of 20¢ per share paid 1/1/41 and 1/1/42 on 14 shares stock		5.60	
Amount received in adjustment of taxes, revenue stamps and interest on sale of 131-133 Charles St.		107.17	
Amount received in adjustment of taxes, revenue stamps and interest on sale of "Green Gables on Broad Creek"		131.80	
Amount received in adjustment of taxes, revenue stamps and water rent on sale of 23 St. Johns St.		25.54	
Return premiums re cancellation of fire insurance on various properties sold		220.38	
Return premiums re cancellation of liability insurance on various properties sold		23.72	
Return premiums upon audit of liability under Workmen's Compensation insurance policy		238.25	$ 67,318.77
Estate to be accounted for - - - - - - - - - - - - -			$134,337.31

And it craves allowance for the following payments and disbursements:

Affidavits	$ 8.80
Telephone toll charges	36.95
Stationery and supplies purchased at Annapolis office	17.95
Fees for cashier's checks at Annapolis office	81.00
Postage, freight and transportation of workmen at Annapolis office	111.65
Mercantile Trust Co., registered mail and insurance and transportation to Annapolis	7.67
Wellington W. Sullivan, stone at grave of decedent	175.00
Robert F. Suite, care of cemetery lot for 1941 and 1942	4.00
Collector of Internal Revenue, additional Federal Estate Tax with interest to 10/25/40	8,436.02
Maryland Title Guarantee Co., examination and guarantee of title to properties	2,750.00
Mercantile Trust Co., storage of oil paintings from 11/17/39 to 11/17/41	30.00
George B. Woefel, payment in full of all claims per Order of Court 8/22/41	1,000.00
Mary M. Hoff, taking testimony on 2/9/40	9.70
John H. Hopkins III, Clerk, Court costs	10.75

John H. Hopkins III, Clerk, cost of record re Inheritance Tax Appeal	$ 32.50	
James A. Young, Clerk, cost of record re Inheritance Tax Appeal	145.20	
Daily Record Co., cost of printing appellant's brief	25.00	
Register of Wills for Anne Arundel County, certified copy of will of Constance Hart Harrison	5.00	
Capital Gazette Press Inc., subscription 1/22/42 to 1/22/43	5.00	
E. T. Newell & Co., commission and advertising on sale of furniture	61.26	
E. T. Newell & Co., commission and advertising on sale of real estate	968.42	
Charles O. Dulin, adjustment of taxes, revenue stamps, rent, water rent and interest on sales of 17-19 Shaw St.	90.16	
Clarence E. Tyler, adjustment of taxes, revenue stamps, rent and interest on sale of Lots known as Tall Cedars	24.88	
Edward D. Johnson, adjustment of taxes, revenue stamps, rent, insurance and interest on sale of 77 Franklin St.	56.14	
Stanley J. Reynolds, adjustment of taxes, revenue stamps and water rent on sale of 83-85 Charles St.	16.49	$ 14,109.54
Hopper, Polk & Purnell, Inc., 3 years insurance $4000.00 to 3/1/43 Garland Apt. House	24.00	
" 3 years insurance $1500.00 to 3/1/43 Fifth Ave., Garland	9.00	
" 1 years Workmen's Compensation Insurance to 4/10/41	171.45	
" vacancy permits on 2, 6, 8, 18, 20, 22 and 24 Claude St. and Green Gables	35.78	
Arthur R. Rector, papering and repairing roof of Garland Apt. House	15.00	
" papering 79, 81, 121 Charles St., 4 Claude St. and 516 Severn Ave.	74.50	
Maryland Lime & Cement Co., 5 gallons paint	6.47	
Mealey Sign Service, lettering window and metal sign at 12 Church Circle	9.00	
W. T. Shawn Inc., repairs to pump 16 Claude St.	2.25	
Arthur R. Rector, repairs to property Fifth Ave., Garland	65.00	
" scraping and papering kitchen in Garland Apt. House	6.50	
" repairs to fence and sidewalks 316/18 West St.	13.40	
Henry B. Myers Co., hardware, etc. purchased for various properties	4.43	
Monarch Roofing Co., roof repairs 81/3 Charles St., 388/90 Severn Ave. and 314 West St.	25.50	
" coating and repairing roof 131/33 Charles St.	52.00	
J. F. Johnson Lumber Co., lumber for 316 West St.	.70	
W. T. Shawn Inc., boiler and gas heater for 14 Claude St.	36.00	
Benjamin J. Hyde Inc., plumbing repairs 127 Charles St., 23 and 45 Dean St.	20.13	
Capital Gazette Press Inc., advertising "For Rent" 12 Church Circle	4.83	
Arthur R. Rector, papering 85 and 121 Charles St.	23.50	
Linen purchased and laundry expense for June Week 1940	19.93	
Cleaning Admiral Apts., etc. for June Week	20.95	
Soap, brooms, glassware, etc. purchased for June Week	3.03	

Sterling Lighting Co., 6 dozen electric bulbs for 12 Church Circle	$ 9.18
Stamey J. Willis, plumbing repairs to various properties 6/6/40	60.87
Jerome S. Murphy, electric repairs to various properties 6/6/40	20.14
Arthur R. Rector, papering 2 rooms Garland Apts.	13.00
Hopper, Polk & Purnell Inc., public liability insurance 6/3 to 12/15/40 Annapolis Neck property	1.54
" public liability insurance 6/3 to 12/15/40 600/2 Severn Ave.	3.08
" 1 years plate glass insurance to 5/4/41 12 Church Circle	8.13
" 3 years fire insurance $2500 to 5/15/41 18 Claude St.	38.12
" 3 years fire insurance $2500 to 5/26/41 20 Claude St.	38.12
" 3 years fire insurance $6000 to 5/30/41 Green Gables	91.50
" 3 years fire insurance $2500 to 5/5/41 8 Cheston Ave.	18.75
" 3 years fire insurance $250 to 5/8/41 Garage at North Linthicum	5.38
" vacancy permits 2, 6, 18, 22, 24 Claude St. and Green Gables	15.41
J. F. Johnson Lumber Co., purchases for various properties	19.00
Maryland Lime & Cement Co., 11 gallons paint for various properties	23.91
Benjamin J. Hyde Inc., plumbing repairs to various properties 6/20/40	9.13
W. T. Shawn Inc., pump repairs to various properties 6/20/40	13.43
Sadlers Hardware Co., purchases for various properties 6/20/40	3.85
Henry B. Myers Co., purchases for various properties 6/20/40	5.25
Meredith-Roane Co., purchase of lawn mower	6.65
Stanley A. Dolle, 1 rake and sickle for Garland Apts.	1.85
Annapolis Utilities Inc., rental etc. on 2 Frigidaires for June Week	32.00
Arthur R. Rector, scraping and papering various properties	98.00
" repairing out-buildings at Ten Oaks	25.45
Laundry for linens used during June Week	10.75
Cleaning apartments after June Week renting	14.00
Cutting weeds at Ten Oaks	12.00
Kaufman Electric Co., pump and pullet for Ten Oaks	19.50
Hopper, Polk & Purnell Inc., 3 years fire insurance $350.00 to 7/12/43 Annapolis Neck	8.31
" 3 years fire insurance $1350.00 to 7/12/43 Green Gables	28.07
" 3 years fire insurance $1200.00 to 7/12/43 17/19 Shaw St.	10.05
" 3 years fire insurance $500.00 to 7/12/43 Third St., Eastport	3.75
" 3 years fire insurance $13,000.00 to 7/12/43 219 Hanover St.	130.00
" 3 years fire insurance $2500.00 to 7/12/43 Garland Apts.	19.38
" 3 years fire insurance $500.00 to 7/12/43 Fifth Ave., Garland	3.88

Hopper, Polk & Purnell Inc., 3 years fire insurance $500.00 to 7/12/43 Waterbury Property	$ 11.88
" 3 years fire insurance $2400.00 to 7/12/43 12 Church Circle	35.40
" 3 years fire insurance $3000.00 to 7/12/43 Ten Oaks	22.50
" application of seasonal insurance rate at Green Gables	22.20
" extended coverage to existing policies 17/19 Shaw St.	1.14
" extended coverage to existing policies 12 Church Circle	4.18
" extended coverage to existing policies Ten Oaks	2.75
" vacancy permits 2 and 24 Claude St.	3.03
Annapolis Utilities Inc., check refrigerators 1 and 8 Admiral Apts.	3.50
Benjamin J. Hyde Inc., plumbing repairs to various properties 7/25/40	21.23
J. F. Johnson Lumber Co., lumber for 316 West St.	.50
J. A. Walton, Treasurer, Anne Arundel Co., Metropolitan Sewerage Tax on 2nd District Personal Property assessment	17.81
Meredith, Roane Co., galvanized screen for Green Gables	10.30
Sadler's Hardware Co., glass and putty for Ten Oaks and 56 Cornhill St.	4.90
Capital Gazette Press Inc., advertising for rent 12 Church Circle	2.55
W. T. Shawn Inc., plumbing repairs to Ten Oaks, Green Gables and 75 Severn Ave.	52.38
Jess Radio & Electric Co., repairs to Norge refrigerators in various properties	33.70
Mrs. Paul Johansen, cleaning and removing rubbish at Garland Apts.	3.00
Maryland Lime & Cement Co., 7 gals paint	19.21
Benjamin J. Hyde Inc., running water and sewer lines including inspection and permit fees at Ten Oaks	355.00
Cleaning 7 King Charles Place	1.25
W. T. Shawn Inc., plumbing repairs to 10 Claude St.	5.88
Jerome S. Murphy, electrical repairs to various properties 8/9/40	7.55
Benjamin J. Hyde Inc., plumbing repairs to various properties 8/9/40	5.19
Sadler's Hardware Co., glass and putty for 3 Severn Ave.	1.41
Arthur R. Rector, plastering, papering and painting various properties 8/14	24.00
J. J. Stehle, removing tree at 131/33 Charles St.	15.00
J. F. Johnson Lumber Co., purchases for 21 Dean St.	1.02
Installing window panes in 21 Dean St.	1.00
Henry B. Myers Co., hardware purchased 8/23 for various properties	6.22
Maryland Lime & Cement Co., 6 gals paint	16.03
Ernest E. Parker, hauling furniture	2.50
Arthur R. Rector, scrape and paper various properties 8/29/40	84.05
C. A. Pastrana, repairing sidewalks 2/24 Claude St.	27.00
J. S. Vansant, Jr., Treasurer, 1940 Annapolis City and Metropolitan Sewerage Taxes on personal property	79.32
" 1940 Taxes on real property	1,987.52

Cleaning 17 Shaw St.	$ 2.00
R. E. Strange & Son, paint for 27 Dean St. and 127 Charles St.	4.80
Henry B. Myers Co., purchases for various properties 9/13/40	7.87
Maryland Lime & Cement Co., 4 gals paint	10.98
Stamey J. Willis, plumbing repairs to various properties per bill 8/8/40	31.61
Hopper, Polk & Purnell Inc., extended insurance coverage on Admiral Apts.	2.65
" 3 years insurance $2000 to 8/30/43 306 West St.	20.50
" 3 years insurance $2000 to 8/30/43 308 West St.	15.50
" 3 years insurance $4000 to 8/30/43 310/12 West St.	30.00
" 3 years insurance $1500 to 8/30/43 285 Fifth St.	12.38
" 3 years insurance $3000 to 8/23/43 8 King Charles Place	22.50
" 3 years insurance $2500 to 8/24/43 6 Cheston Ave.	18.75
" 3 years insurance $2000 to 8/30/43 10 Cheston Ave.	15.00
" 3 years insurance $3000 to 8/22/43 388/90 Severn Ave.	22.50
" 3 years insurance $1200 to 8/22/43 392 Severn Ave.	9.90
" 3 years insurance $800 to 8/27/43 78 Charles St.	6.00
" 3 years insurance $3000 to 8/26/43 79/81 Charles St.	22.50
" 3 years insurance $3000 to 8/26/43 83/85 Charles St.	22.50
" 3 years insurance $2500 to 8/27/43 121 Charles St.	18.75
" 3 years insurance $2400 to 8/28/43 54/58 Cornhill St.	13.80
" vacancy permit to 2/17/41 22 Claude St.	8.25
Capital Gazette Press Inc., advertising various properties "For Rent"	44.21
J. F. Johnson Lumber Co., purchases for various properties 9/23	9.51
Moving refrigerator and stove in Admiral Apt. #1	2.00
W. T. Shawn Inc., repair pump at 8 Claude St.	6.30
Arthur R. Rector, papering and roof repairs at Garland Apts.	7.50
J. L. Topping, repairs to water pipes at Garland Apts.	3.00
Hopper, Polk & Purnell, Inc., vacancy permit to 3/25/41 2 Claude St.	9.90
" vacancy permit to 3/2/41 24 Claude St.	4.14
" 3 years insurance $4000 to 9/24/43 1/3 King Charles Place	30.00
" 3 years insurance $2500 to 9/24/43 4 King Charles Place	18.75
" 3 years insurance $2500 to 9/24/43 5 King Charles Place	18.75
" 3 years insurance $2500 to 9/25/43 6 King Charles Place	18.75
" 3 years insurance $2500 to 9/25/43 7 King Charles Place	22.50
Jess Radio & Electric Co., Norge service at Ten Oaks	2.00
Automatic Heating Co., service to stoker at Admiral Apts.	10.00

J. B. Wailes, repairing furnace pipe at Garland Apts.	$ 2.50
Electric bulbs and cleaning supplies for Admiral Apts.	1.16
Henry B. Myers Co., purchases for 81 Charles St.	4.91
Sadler's Hardware Co., purchases for 12 Church Circle	6.02
W. T. Shawn Inc., automatic switch for 10 Claude St.	11.02
Annapolis Utilities Inc., checking equipment 8 Claude St.	2.00
J. F. Johnson Lumber Co., lumber purchased for 21 East St.	14.36
Oampa Contracting Co., papering Admiral Apt. #1	8.50
Capital Gazette Press Inc., advertising "For Rent"	9.43
Stamey J. Willis, plumbing repairs to various properties 10/24/40	120.02
Stamey J. Willis, plumbing repairs to various properties 10/30/40	198.03
Automatic Heating Co., repair iron fireman at Admiral Apts.	71.50
Henry B. Myers Co., purchases for 8 Cheston Ave. and 12 Church Circle	5.47
J. R. McCrone, Jr., surveying Charles and South Sts. and Ferry Farms lots	100.00
Repairs to sewer at 56 Cornhill St.	4.00
Sherwin-Williams Co., 10 gals paint purchased	23.40
Sadler's Hardware Co., purchases for various properties	11.18
Capital Gazette Press Inc., advertising 12 Church Circle for rent	7.29
R. E. Strange & Sons, 3 gals paint	10.05
Arthur R. Rector, repairing and papering various properties 11/15/40	130.00
Cleaning Admiral Apts. #1, 3 and 9 for new tenants	12.00
Wm. P. Dawson & Co., Armstrong stove for 39 Dean St.	5.00
J. F. Johnson Lumber Co., lumber purchased for 306 West St.	17.07
Annapolis Utilities Inc., cleaning motor at 8 Cheston Ave.	5.55
Annapolis Utilities Inc., used Frigidaire for 8 Claude St.	50.00
Stamey J. Willis, plumbing repairs to various properties 11/26/40	250.03
Jerome P. Murphy, electrical repairs to various properties 11/28/40	25.20
Benjamin J. Hyde Co., plumbing repairs to various properties 12/9/40	14.16
Annapolis Chamber of Commerce, contribution to Christmas decoration of City	5.00
Henry B. Myers Co., hardware purchased for various properties	3.43
Sadler's Hardware Co., paper for 56 Cornhill St.	2.30
R. E. Strange & Sons., paint for 272 4th St.	1.45
W. T. Shawn Inc., check closet tank at 10 Claude St.	1.13
J. F. Johnson Lumber Co., lumber for 43 Dean St.	5.64
Benj. J. Hyde Co., repairing water connections at 39 Dean St.	7.29
1 Roll stove pipe wire for 8 King Charles Place	.10
Window glass for 121 Charles St.	2.00
Hopper, Polk & Purnell Inc., 3 years insurance $2000 to 12/26/43 272 4th St.	16.50
Sherwin-Williams Co., 11 gals paint purchased 12/19/40	26.88

Stamey J. Willis, plumbing repairs to various properties 12/23/40	$ 102.17
Repairing door bell at 20 Claude St.	.78
Hopper, Polk & Purnell Inc., 3 years insurance $5000 to 12/26/43 17/19 Shaw St.	37.50
Stanley A. Dolle, paint for Garland Apts.	1.50
Jess Radio & Electrical Co., refrigerator service at Admiral Apts.	24.00
R. E. Strange & Sons, paint for 12 Church Circle and 272 4th St.	8.05
Capital Gazette Press Inc., advertising various properties for rent	13.50
Sadler's Hardware Co., purchases 1/16/41 for various properties	5.75
Henry B. Myers Co., purchases 1/16/41 for various properties	4.91
Arthur R. Rector, repairs to various properties 1/17/41	53.00
J. F. Johnson Lumber Co., purchase for Admiral Apts.	.25
W. T. Shawn Inc., instaling air pump 4 Claude St.	6.70
Annapolis Utilities Inc., instal belt, etc. at 7 King Charles Place	3.28
Monarch Roofing Co., repairing roof at 12 Church Circle	5.50
Electric bulbs and cleaning 6 King Charles Place	1.50
Cleaning 24 Claude St.	1.15
Stamey J. Willis, plumbing repairs to various properties 1/29/41	58.45
Jess Radio & Electric Co., enamel and brush for 22 Claude St.	1.15
Jerome S. Murphy, electrical repairs to various properties 2/5/41	10.50
W. T. Shawn Inc., plumbing and furnace repairs to various properties 2/5/41	19.11
Annapolis Storage Co., moving furniture	7.00
Electric bulbs purchased for Admiral Apts.	.60
Cleaning Admiral Apts. #1 and 10 for new tenants	4.25
Benj. J. Hyde Co., repairing stoker at Admiral Apts. and water line at 211 Severn Ave.	8.50
Capital Gazette Press Inc., advertising various properties for rent	5.13
Hopkins Furniture Co., linoleum and felt for 22 Claude St.	39.77
Sadler's Hardware Co., window glass for 22 Claude St.	.80
Hopper, Polk & Purnell Inc., 3 years insurance $3000 to 1/20/44 Admiral Apts.	25.50
" 3 years insurance $3000 to 1/20/44 on furniture	30.75
" 3 years insurance $7000 to 1/19/44 First St., Eastport	52.50
W. T. Shawn Inc., plumbing and pump repairs to various properties 2/19/41	25.26
Pittsburgh Plate Glass Co., 16 gals paint purchased 2/19/41	38.76
R. E. Strange & Sons, 1 gal paint for 12 Church Circle	2.00
Henry B. Myers Co., hardware purchased for various properties 2/19/41	8.76
Stamey J. Willis, plumbing and furnace repairs to various properties 2/19/41	247.09
1941 State and Anne Arundel Co. taxes on the following:	
Furniture in 2nd District	$112.20
Furniture in 6th District	100.80
643 Bay Ridge Ave.	32.34
Lots 1/10 Charles St.	20.08

Lot rear of Charles St. - King Charles Place	$ 4.74	
78 Charles St.	27.20	
79/81 Charles St.	59.28	
121 Charles St.	61.59	
123 Charles St.	65.62	
125/27 Charles St.	116.28	
10/12 Church Circle	64.79	
6 Cheston Ave.	63.32	
8 Cheston Ave.	50.13	
10 Cheston Ave.	50.13	
14 Cheston Ave.	49.98	
54 Cornhill St.	21.05	
56 Cornhill St.	21.05	
58 Cornhill St.	21.05	
19/21 Dean St.	46.22	
23/25 Dean St.	45.91	
27/29 Dean St.	46.41	
31/33 Dean St.	45.25	
35/37 Dean St.	45.56	
39/41 Dean St.	46.04	
43/45 Dean St.	46.04	
21 East St.	61.16	
Lots on Munroe St., Eastport	3.58	
Lot 54 Ferry Farms	9.75	
285 Fifth St.	36.62	
81 First St.	17.17	
Lot (marsh) First St.	10.03	
Lot First St. Truck House	4.31	
Lot First St. south of Truck House	3.20	
272 Fourth St.	52.63	
Lots 9 and 10, Section "J" Garland	148.68	
219 Hanover St.	339.15	
1/3 King Charles Place	95.05	
4 King Charles Place	57.60	
5 King Charles Place	59.44	
6 King Charles Place	58.55	
7 King Charles Place	63.93	
8 King Charles Place	58.02	
9 King Charles Place	5.23	
Lot 63 North Linthicum	10.43	
23 St. Johns St.	36.74	
75 Severn Ave.	57.21	
77 Severn Ave.	27.79	
388/92 Severn Ave.	104.99	
South St. Garages	14.50	
128/38 South St.	35.97	
3-1/3 Acres Spa Creek Ten Oaks	286.73	
2/24 Claude St., Wardour	726.29	
306 West St.	39.74	
308 West St.	39.74	
310/12 West St.	72.77	
314/16 West St.	72.42	
6 Acres land at Whitney's Landing	5.97	
2-23/100 Acres of land near Waterbury	5.55	$ 3,884.00
Capital Gazette Press Inc., advertising "For Rent" to 1/23/41		5.00
Cleaning 4 King Charles Place		1.00
Automatic Heating Co., repairs and materials for stoker at Admiral Apts.		28.72
Kaufman Electric Co., electric repairs at Admiral Apts.		2.50
Henry B. Myers Co., hardware purchased for various properties		1.20
W. T. Shawn Inc., plumbing repairs to various properties		18.61

J. F. Johnson Lumber Co., purchases 3/13/41	$ 1.65
Capital Gazette Press Inc., advertising "For Rent" 12 Church Circle	6.30
Annapolis Storage Co., hauling	2.00
W. T. Shawn Inc., stove and furnace repairs at Admiral Apts., etc.	13.40
Dawson Bros., repairing stoker at Admiral Apts.	8.75
W. T. Shawn Inc., plumbing repairs 3/21/41	7.93
Annapolis Storage Co., moving furniture from 131/33 Charles St. to Baltimore	65.00
Hopper, Polk & Purnell, public liability insurance to 12/15/41 on all properties	113.11
Cleaning 4 King Charles Place and 3 Severn Ave.	3.25
Meredith-Roane Co., lumber for 5 King Charles Place	6.38
W. T. Shawn Inc., plumbing repairs 3/28/41	5.96
Arthur R. Rector, papering various properties 4/4/41	41.00
Window glass for 83 Charles St.	1.00
R. E. Strange & Sons, 1 gal paint for Admiral Apt. #3	3.35
W. T. Shawn Inc., plumbing repairs to various properties 4/16/41	30.76
Annapolis Storage Co., hauling furniture to Baltimore	20.00
Robertson Paint & Supply Co., 5½ gals paint	15.20
Henry B. Myers Co., hardware purchased 4/16/41	3.02
Sadlers Hardware Co., hardware purchased 4/16/41	7.88
J. F. Johnson Lumber Co., lumber, etc. purchased 4/17/41	5.08
Meredith-Roane Co., lumber purchased for 5 King Charles Place	6.20
Arthur R. Rector, papering 37 Dean St. and 12 Church Circle	19.00
Hopper, Polk & Purnell Inc., 3 years insurance $4000 to 4/1/44 314/16 West St.	30.00
" 1 years Workmen's Compensation Insurance to 4/10/42	157.45
W. T. Shawn Inc., plumbing repairs 4/25/41	9.43
Davis Henderson, slip covers for Admiral Apts.	5.00
Jerome S. Murphy, electrical repairs to various properties 4/29/41	17.75
W. T. Shawn Inc., plumbing repairs to various properties 4/29/41	21.93
Robertson Paint & Supply Co., 5 gals paint	13.50
Arthur R. Rector, papering 79 Charles St. and 25 Dean St.	52.50
Sears Roebuck & Co., toilet seat for Admiral Apts. #4	2.89
W. T. Shawn Inc., plumbing repairs 5/4/41	24.08
Sadler's Hardware Co., hardware purchased for various properties	4.32
Mealey Sign Service, sign for office	.50
4 Window Shades, etc. for 4 King Charles Place	2.50
Capital Gazette Press Inc., advertising Ten Oaks for rent	18.00
Cleaning Admiral Apt. #1	1.92
Jess Radio & Electric Co., refrigerator repairs at Admiral Apts.	38.20
J. F. Johnson Lumber Co., purchases for various properties	5.98
H. B. Myers Co., glass and putty for 37 Dean St.	2.71
Meredith-Roane Co., glass and putty for Ten Oaks	17.50
W. T. Shawn Inc., plumbing repairs to various properties 5/21/41	64.32

Robertson Paint & Supply Co., 4 gals paint	$ 10.80
W. T. Shawn Inc., instaling heater and tank in 314 West St. and 25 Dean St.	39.35
Stamey J. Willis, plumbing repairs to various properties 6/16/41	51.40
Sadler's Hardware Co., glass and putty purchased for various properties	3.95
R. E. Strange & Sons, 2 gals paint 25 Dean St.	5.85
Annapolis Storage Co., moving furniture to 24 Claude St.	5.00
W. T. Shawn Inc., pump repairs at 10 Claude St. and Ten Oaks	21.16
Annapolis Utilities Inc., belt for Frigidaire at 16 Claude St.	3.30
J. F. Johnson Lumber Co., lumber, etc. for various properties	19.66
Henry B. Myers Co., hardware for various properties	6.58
Cleaning Admiral Apts.	6.87
Arthur R. Rector, papering 21 and 33 Dean St.	54.75
W. T. Shawn Inc., plumbing repairs to various properties 6/27/41	15.22
Robertson Paint & Supply Co., paint, brushes, etc. for various properties	61.85
Fred Schoen, fence between property 58/60 Cornhill St.	8.00
Meredith Roane Co., screens for 20 Claude St.	4.56
Monarch Roofing Co., patching roof at Garland Apts.	25.50
John Kaiss, glass for Garland Apts.	5.00
Law Brothers, lawn mower service at Garland Apts. to 7/1/41	2.00
Hopper, Polk & Purnell Inc., plate glass insurance to 5/4/42 12 Church Circle	5.41
" 3 years insurance $17,000 to 5/1/41 Claude St.	127.50
" 3 years insurance $2500 South St. garages and contents	63.13
Monarch Roofing Co., roof repairs to various properties 7/22/41	41.75
Henry B. Myers Co., hardware purchased 7/22/41	2.55
R. E. Strange & Sons, 1 gal paint for 8 Claude St.	2.00
Benjamin J. Hyde Inc., range boiler for 6 Claude St.	33.00
J. F. Johnson Lumber Co., lumber, etc. for various properties	6.73
Sadlers Hardware Co., paint and brushes for 5 King Charles Place	6.80
Cleaning Admiral Apartment #2	2.00
J. R. McCrone, Jr., surveying property "Ten Oaks"	50.00
W. T. Shawn Inc., repair tank at 16 Claude St.	1.98
Robertson Paint & Supply Co., 14 gals paint	34.00
Mealey Sign Service, gold sign on transom 12 Church Circle	5.00
Annapolis Utilities Inc., Frigidaire repairs 4/6 King Charles Place	6.20
Henry B. Myers Co., wire screen and glass purchased	.61
W. T. Shawn Inc., plumbing repairs 8/6/41	30.19
J. S. Vansant, Jr., 1941 City of Annapolis Taxes and Metropolitan Sewerage Taxes on real property	1,610.53
J. S. Vansant, Jr., 1941 City of Annapolis Taxes and Metropolitan Sewerage Taxes on personal property	77.64
Sadler's Hardware Co., glass and paint for Admiral Apts., etc.	5.93

W. T. Shawn Inc., plumbing repairs 6/10 Cheston Ave.	$ 19.10
Hopper, Polk & Purnell Inc., 3 years fire insurance $2500 to 5/9/44 14 Claude St.	18.75
" 3 years fire insurance $2500 to 7/18/44 22 Claude St.	18.75
" 3 years fire insurance $2500 to 7/18/44 24 Claude St.	18.75
Robertson Paint & Supply Co., 4 gals paint	10.80
W. T. Shawn Inc., plumbing repairs 8/15/41	16.79
Annapolis Utilities Inc., checked equipment Admiral Apt. #10	2.00
Jess Radio & Electric Co., instal refrigerator seal Admiral Apt. #9	14.50
Mrs. C. D. Leffler, mattress for Admiral Apt. #4	7.95
Repairs to sceptic tank at 16 Claude St.	2.25
W. T. Shawn Inc., repair leak at 37 Dean St.	4.65
Annapolis Utilities Inc., equipment checked at Admiral Apts.	2.00
Annapolis Storage Co., hauling mattress	1.50
Robertson Paint & Supply Co., 9 gals paint	21.25
5 Gallons gasoline and cleaning Admiral Apts.	3.00
Arthur R. Rector, papering various properties 9/10/41	226.75
Jerome S. Murphy, electrical repairs to various properties 9/23/41	20.50
W. T. Shawn Inc., plumbing repairs 33 Dean St.	2.38
J. F. Johnson Lumber Co., material for Admiral Apts.	2.91
Henry B. Myers Co., glass and putty for 123 Charles St.	1.04
Sadler's Hardware Co., purchases for various properties 9/24/41	3.21
Robertson Paint & Supply Co., 8 gals paint	23.55
W. T. Shawn Inc., plumbing repairs 9/26/41	16.10
Oliver Steinberg, 5 tons gravel for 2 and 16 Claude St.	8.50
H. F. Luecke, repair refrigerator at 6 King Charles Place	15.00
Hopper, Polk & Purnell, Inc., 3 years fire insurance $1700 to 9/10/44 81 First St.	12.75
" 3 years fire insurance $2500 to 9/14/44 16 Claude St.	18.75
W. T. Shawn, Inc., plumbing repairs 10/11/41	1.00
J. F. Johnson Lumber Co., materials purchased 10/16/41 for various properties	13.01
C. A. L. Wilson, downspouts for 16 Claude St.	17.10
W. T. Shawn Inc., plumbing repairs 10/16/41	17.20
Sadler's Hardware Co., 2 gals paint	6.15
Henry B. Myers Co., hardware purchased for various properties	3.90
W. T. Shawn Inc., plumbing repairs 7/8 King Charles Place	5.25
J. R. McCrone, Jr., survey of Shaw, West and Charles St. properties	114.00
Robertson Paint Supply Co., paint for various properties	16.00
B. J. Hyde Co., installing furnace in 81 Charles St.	118.70
Hopper, Polk & Purnell Inc., 3 years fire insurance $2500 to 10/24/44 14 Cheston Ave.	18.75
" 3 years fire insurance $1500 to 10/1/44 77 Severn Ave.	11.25
Arthur R. Rector, repairs to various properties 11/7/41	109.25

W. T. Shawn Inc., plumbing repairs to 11/12/41	$ 66.43
R. E. Strange, 2 gals paint 41 Dean St.	5.30
J. F. Johnson Lumber Co., material purchased to 11/25/41	3.38
Night lock for 25 Dean St.	1.25
Repairs to refrigerator at 4 King Charles Place	3.00
Annapolis Chamber of Commerce, contribution toward Christmas decorations	5.00
W. T. Shawn Inc., repairs to tank at 20 Claude St.	4.23
Sadlers Hardware Co., motor oil for 12 Church Circle	.50
Henry B. Myers Co., glass, etc. for 7 King Charles Place	1.38
H. F. Luecke, refrigerator repairs Admiral Apt. #5 and 10 Cheston Ave.	19.85
Capital Gazette Press Inc., advertising Ten Oaks for rent	5.04
Hopper, Polk & Purnell Inc., 3 years fire insurance $1000 on personal property at Ten Oaks	10.89
Wm. P. Dawson, plumbing repairs to Garland Apt. house	31.05
Annapolis Storage Co., moving furniture	2.50
Sadlers Hardware Co., glass, putty and paint for 6 Claude St.	4.74
Annapolis Utilities Inc., repair refrigerator at 20 Claude St.	11.91
Henry B. Myers Co., hardware purchased 12/9/41	4.12
J. F. Johnson Lumber Co., material purchased 12/9/41	4.06
J. R. McCrone, Jr., surveying Cheston Ave.	20.00
W. T. Shawn Inc., plumbing repairs at 12 Church Circle	82.50
R. E. Strange, 4 gals paint	13.25
W. T. Shawn Inc., new range and boiler repairs at 8/10 Cheston Ave.	32.32
McCready & Co., lumber purchased for 12 Church Circle	13.17
W. T. Shawn Inc., 7 air valves for 12 Church Circle	8.25
Arthur R. Rector, repair cellar door at Garland	4.75
Robertson Paint & Supply Co., 11½ gals paint	32.10
Jerome S. Murphy, electrical repairs 12/19/41	52.94
Wm. P. Dawson, plumbing repairs at Garland	26.45
James M. Walton, Treasurer, 1938/41 State and Anne Arundel Co. taxes on 2 Lots on east side of Division St., Annapolis	95.60
George F. McQuaid, Collector, 1938/41 City of Annapolis taxes on 2 Lots on east side of Division St.	74.95
W. T. Shawn Inc., plumbing repairs 12/29/41	28.14
Hopper, Polk & Purnell Inc., 3 years fire insurance $2500 to 12/30/44 21 East St.	18.75
" 3 years fire insurance $2000 to 12/21/44 First St., Eastport	15.00
Repairs to gas stove 6 King Charles Place	.90
Window glass for 21 Dean St.	.66
R. E. Strange, 1 gal paint 79 Charles St.	3.75
Sadlers Hardware Co., purchases for various properties 1/14/42	4.72
Henry B. Myers Co., purchases for various properties 1/14/42	3.47
J. F. Johnson Lumber Co., purchases for various properties 1/14/42	5.48
Annapolis Utilities Inc., checked equipment at 8 Claude St.	4.00

Arthur R. Rector, papering various properties to 1/14/42	$ 76.00
Monarch Roofing Co., roof repairs to various properties to 1/14/42	48.10
J. F. Campbell, stove repairs to various properties	72.85
W. T. Shawn Inc., plumbing repairs to various properties	68.11
W. T. Shawn Inc., thaw-out pump 10 Claude St.	1.13
Hopper, Polk & Purnell Inc., premium to reinstate 308 West St. after fire loss	9.51
W. T. Shawn Inc., repair radiator valve at Admiral Apts.	1.13
Hopper, Polk & Purnell Inc., public liability insurance to 12/15/42 on all properties	235.16
Arthur R. Rector, repairs to Garland Apt. house	50.50
Cleaning Admiral Apt. #1	.75
Used Kelvinator for Admiral Apt. #1	30.00
J. E. Campbell, gutter and spout repairs at 306/8 and 314/16 West St.	18.25
Monarch Roofing Co., repairing gutters at 8 King Charles Place and 310/14 West St.	18.75
Jerome S. Murphy, electrical repairs to various properties 1/30/42	22.25
W. T. Shawn Inc., plumbing repairs to various properties	32.25
Cleaning Admiral Apts. #4 and #8	4.00
Johnson Lumber Co., 8 Red Top boards for 5 King Charles Place	13.33
H. F. Luecke, refrigerator repairs at Admiral Apt. #10	7.00
Henry B. Myers Co., hardware, etc. for various properties	3.42
McCready & Co., linoleum for Admiral Apt. #5	13.17
Sadlers Hardware Co., turpentine for 12 Church Circle	1.10
Parsons Co., shades for 12 Church Circle	3.65
O. Steinberg, gravel for 1 King Charles Place	6.75
W. T. Shawn Inc., instal new valves in 54 Cornhill St.	4.13
Annapolis Utilities Inc., move Kelvinator at Admiral Apts.	3.50
1942 State and Anne Arundel County Taxes on the following:	
Furniture in 2nd District	$104.38
Furniture in 6th District	92.24
Lots 1/10 Charles St.	18.37
Lot rear of Charles St. - King Charles Place	4.33
78 Charles St.	24.90
79/81 Charles St.	54.23
121 Charles St.	56.35
123 Charles St.	60.04
125/127 Charles St.	106.40
10/12 Church Circle	59.27
6 Cheston Ave.	57.94
8 Cheston Ave.	45.06
10 Cheston Ave.	45.83
14 Cheston Ave.	45.76
54 Cornhill St.	19.27
56 Cornhill St.	19.27
58 Cornhill St.	19.27
19/21 Dean St.	42.29
23/25 Dean St.	42.01
27/29 Dean St.	42.47
31/33 Dean St.	41.40
35/37 Dean St.	41.69

39/41 Dean St.	$ 42.12	
43/45 Dean St.	42.12	
2 Lots on Division St.	21.56	
21 East St.	55.97	
Lots on Munroe St., Eastport	3.44	
Lot 54 Ferry Farms	9.11	
285 Fifth St., Eastport	35.03	
81 First St., Eastport	16.42	
Lot (Marsh) First St., Eastport	9.58	
Lot First St., Truck House, Eastport	4.11	
Lot First St. south of Truck House, Eastport	3.07	
272 Fourth St., Eastport	50.36	
Lots 9 and 10 Section "J" Garland	140.55	
219 Hanover St.	310.32	
1/3 King Charles Place	86.98	
4 King Charles Place	52.69	
5 King Charles Place	54.40	
6 King Charles Place	53.58	
7 King Charles Place	58.50	
8 King Charles Place	53.08	
9 King Charles Place	4.80	
Lot 63 North Linthicum	9.86	
75 Severn Ave., Eastport	54.74	
77 Severn Ave., Eastport	25.82	
388/90 Severn Ave., Eastport	100.44	
South Street Garages	13.26	
128/38 South St.	32.92	
3-1/3 Acres on Spa Creek "Ten Oaks"	266.53	
2/24 Claude St., Wardour	676.28	
306 West St.	36.37	
308 West St.	36.37	
310/12 West St.	66.60	
314/16 West St.	66.26	
6 Acres land at Whitney's Landing	5.56	
2-23/100 Acres of land near Waterbury	5.16	$ 3,547.63
W. T. Shawn Inc., plumbing repairs 2/25/42		21.16
H. F. Leucke, repair radiator at Admiral Apts.		4.30
Robertson Paint & Supply Co., paint purchased for various properties		31.85
Hopper, Polk & Purnell Inc., 3 years fire insurance $7500 to 2/15/45 123/7 Charles St.		56.25
" 3 years fire insurance $4000 to 2/5/45 12 Church Circle		58.00
" 1 years premium to 2/24/43 on $1000 fidelity bond of Dorothy H. Mitchell		10.00
Sadler's Hardware Co., hardware purchased 3/11/42		2.69
Henry B. Myers Co., hardware purchased 3/11/42		2.64
R. E. Strange, 1 gal paint for 310 West St.		3.75
J. L. Topping, plumbing repairs at Garland		3.00
W. T. Shawn Inc., plumbing repairs to 3/11/42		6.86
Colonial Paint Co., 2½ gals paint		14.23
Joseph E. Campbell, furnace repairs to 3/12/42		56.05
W. T. Shawn Inc., plumbing repairs at Admiral Apts. and 600 Severn Ave.		6.20
J. F. Johnson Lumber Co., lumber for 5 King Charles Place		16.22
C. H. Slater, paint		15.24
Arthur R. Rector, painting outside doors at Garland		12.00
W. T. Shawn Inc., boiler repairs at 7 King Charles Place		24.42

Charles A. Pastrana, relaying pavement at 207/11 Severn Ave.	56.20
W. T. Shawn Inc., furnace repairs at 6 Cheston Ave.	3.37
Sadler's Hardware Co., electric bulbs, etc. for 12 Church Circle	.70
Oliver Steinberg, gravel for 2 and 12 Claude St.	10.80
Charles A. Pastrana, concrete work at 214/16 West St.	23.00
W. T. Shawn Inc., plumbing repairs to 4/9/42	7.81
Jerome S. Murphy, electrical repairs to 4/9/42	23.00
W. T. Shawn Inc., plumbing repairs 4/20/42	17.00
J. F. Johnson Lumber Co., material for 121 Charles St.	.60
Capital Gazette Press Inc., advertising "Ten Oaks" for rent	8.54
Henry B. Myers Co., putty for 5 King Charles Place	.90
Hopper, Polk & Purnell Inc., 1 years Workman's Compensation insurance to 4/10/43	166.25
" 3 years fire insurance $14,800 to 4/3/45 on 19/45 Dean St.	111.30
Henry B. Myers Co., cord for 12 Church Circle	.30
W. T. Shawn Inc., repairs to furnace 16 Claude St.	3.73
" repairs to pump 6 Claude St.	3.22
J. R. McCrone, Jr., surveying "Ten Oaks"	25.00
Robertson Paint & Supply Co., 4 gals paint	10.90
Mealey Sign Service, 2 signs for South St. lot	2.50
W. T. Shawn Inc., plumbing repairs 5/14/42	5.00
J. F. Johnson Lumber Co., materials purchased for repairs 5/14/42	52.95
Henry B. Myers Co., mortise lock	.80
Sadlers Hardware Co., sash cord	.60
Robertson Paint & Supply Co., 9 gals paint	19.95
W. T. Shawn Inc., plumbing repairs 4 and 20 Claude St.	2.81
Jerome S. Murphy, electrical repairs 5/20/42	7.75
6 Buckets of sand for Admiral Apts.	.60
W. T. Shawn Inc., plumbing repairs 6 King Charles Place	1.68
" 12 Church Circle	1.68
Hopper, Polk & Purnell, Inc., 1 years plate glass insurance to 5/4/43 12 Church Circle	11.29
Robertson Paint & Supply Co., 7 gals paint	20.65
Screens for apartment at 12 Church Circle	2.76
Henry B. Myers Co., hardware purchased 6/22/42	8.58
Sadlers Hardware Co., 2 gals paint	5.90
W. T. Shawn Inc., plumbing repairs 6/23/42	11.20
Annapolis Utilities Inc., checked Frigidaire 7 King Charles Place	1.75
" checked Frigidaire 16 Claude St.	4.90
W. T. Shawn Inc., plumbing repairs 6/26/42	77.80
War Damage Insurance premiums on all properties to 7/1/43	174.25
Arthur R. Rector, papering various properties 7/9/42	192.00
Putting glass in door at 27 Dean St.	2.00
Frank Tomanio, lock for Admiral Apt. #7	1.50
W. T. Shawn Inc., plumbing repairs 7/9/42	9.73
Bathroom fixtures for 125 Charles St.	1.75
Material for kitchen cabinets at 25 Dean St.	4.41
Henry B. Myers Co., hardware purchased 7/16/42	2.65
Sadler's Hardware Co., 1 gal varnish for 2 Claude St.	2.35

Annapolis Storage Co., moving furniture	$ 3.00
Annapolis Utilities Inc., checking refrigerators at Admiral Apts.	19.84
R. E. Strange, 2 gals paint	6.40
Capital Gazette Press Inc., advertising various properties for rent	7.80
McCready & Co., linoleum for 12 Church Circle	27.50
W. T. Shawn Inc., plumbing repairs 7/22/42	8.08
J. F. Johnson Lumber Co., material purchased 7/22/42	38.62
Jerome S. Murphy, electrical repairs 7/24/42	16.85
J. F. Johnson Lumber Co., lumber and nails for 16 Claude St.	3.87
Robertson Paint & Supply Co., paint for various properties	11.22
W. T. Shawn Inc., plumbing repairs 12 and 16 Claude St.	12.42
Gasoline purchased	1.38
1942 City of Annapolis Taxes on personal property	77.64
1942 City of Annapolis Taxes on real property	1,628.69
W. T. Shawn Inc., repair tank at 8 Cheston Ave.	2.53
W. T. Shawn Inc., plumbing repairs 10 Claude St. and 81 Charles St.	10.81
Cleaning Admiral Apartments	2.00
V. L. Houck, cleaning furnace at 12 Church Circle	4.00
Henry B. Myers Co., hardware purchased 8/25/42	4.50
W. T. Shawn Inc., plumbing repairs 27 and 39 Dean St.	9.76
V. L. Houck, servicing oil burner at 12 Church Circle	4.00
Annapolis Water Co., metered water from 4/1/40 to 6/30/42 on Annapolis properties	2,203.65
Anne Arundel Co. Sanitary Commission, metered water from 2/1/40 to 8/1/42 on Eastport properties	307.50
" metered water from 3/1/40 to 6/1/42 on Garland Ferndale properties	150.60
" 1941 and 1942 water and sewer benefit charges on various properties	369.86
Service Agents Inc., commissions on rental of various properties to 7/1/41	50.75
Consolidated Gas Electric Light & Power Co., gas and electricity from 4/3/40 to 8/4/42 on various properties	259.34
Chesapeake & Potomac Telephone Co., service at 12 Church Circle from 4/25/40 to 7/28/42	204.77
J. B. Wailes, 62 tons coal for Garland Apts.	686.75
Annapolis Dairy Products Co., 130 tons coal for Admiral Apts.	927.50
Consumer's Oil Co., fuel oil for 12 Church Circle	255.86
Petrol Corporation, 3045 gals fuel oil for 12 Church Circle	253.90
Landlord's complaints on various properties	7.75
Theodore Burgess, 123 weeks salary from 4/20/40 to 8/29/42 less 1% Social Security Tax	2,678.94
Arthur E. Davies, 123 weeks salary from 4/20/40 to 8/29/42 less 1% Social Security Tax	2,151.27
Dorothy H. Mitchell, 123 weeks salary from 4/20/40 to 8/29/42 less 1% Social Security Tax	2,492.82

Floretta Phelps, cleaning 12 Church Circle from 4/20/40 to 8/29/42 less 1% Social Security Tax	$ 60.94	
Mrs. Paul Johansen, janitor's services at Garland Apts. from 4/1/40 to 1/1/42 less 1% Social Security Tax	214.53	
Robert J. Harvey, janitor's services at Garland Apts. from 1/1/42 to 8/1/42 less 1% Social Security Tax	81.41	
Robert T. Everett, carpenter work from 5/18/40 to 5/24/41 less 1% Social Security Tax	236.27	
Frank E. Scott, Jr., services 6/22/40 less 1% Social Security Tax	4.00	
James T. Cox, services 5/17/41 to 7/11/42 less 1% Social Security Tax	262.80	
Joe Crossier, services 7/18/42 to 8/1/42 less 1% Social Security Tax	11.87	
Elisabeth Dodds, temporary services from 8/17/40 to 8/31/40 less 1% Social Security Tax	9.90	
Katherine W. Collison, temporary services from 7/11/41 to 7/25/41 less 1% Social Security Tax	9.90	
Rae Lee, temporary services from 7/11/42 to 7/25/42 less 1% Social Security Tax	13.86	
Collector of Internal Revenue, Social Security Tax due by employer to 7/1/42 and by employees to 9/1/42	163.43	
Maryland Unemployment Compensation Fund, contribution due by employer for period 4/1/40 to 6/30/42	211.09	37,924.08

Commissions to this accountant:

2% on $69,209.07	1,384.18	
Less: State Tax on commissions, infra	204.82	1,179.36
State Tax on commissions of 1/5th of 1% on $102,409.07 additional estate accounted for, paid Register of Wills for Anne Arundel County		204.82

Retained for further accounting:

3 shs. no par, The Annapolis Dairy Products Co., Com.	6.00	
14 shs. par 10, County Trust Co. of Maryland	70.00	
$1539.20 Certificate of Beneficial Interest City Certificates Corporation	615.68	
Household furniture and furnishings, jewelry, paintings, wearing apparel, etc., appraised at	10,894.95	
Cash	28,462.30	40,048.93

Distribution

Phillip Ennis, legacy bequeathed by Twelfth Item of Will of decedent (Legacy less than $100.00 and, therefore, exempt from Inheritance Tax)	1.00

Elizabeth Ennis, legacy bequeathed by Twelfth Item of Will of decedent (Legacy is less than $100.00 and, therefore, exempt from Inheritance Tax)	$ 1.00
Annapolis Emergency Hospital, legacy bequeathed by Thirteenth Item of Will of decedent (Legacy is less than $100 and, therefore, exempt from Inheritance Tax)	1.00
Grace Hart, distribution in accordance with Agreement dated 1/23/39 and Decree of Court dated 7/23/42 Cash, the sum of (Inheritance Tax thereon at 1% paid Register of Wills 12/27/38)	10,216.89
William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, deceased, in accordance with Agreement dated 1/23/39 and Decree of Court dated 7/23/42 Cash, the sum of (Inheritance Tax thereon at 1% paid Register of Wills 12/27/38)	10,216.89
The Salvation Army, in accordance with Agreement dated 1/23/39 and Decree of Court dated 7/23/42 Cash, the sum of (Inheritance Tax thereon at 7½% paid Register of Wills 12/27/38)	20,433.80
Estate Accounted For - - - - - - - - - - - - - - - - - -	$134,337.31

Mercantile Trust Company of Baltimore

By G. E. Kellenberger

Assistant Trust Officer

Baltimore City, ss.

On the 5th day of October, 1942, came G. E. Kellenberger, Asst. Trust Officer of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased and made oath in due form of law that the aforegoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, ~~which upon examination is passed by the Orphans Court.~~

Test: A. Di Paula

~~Register of Wills for Baltimore City~~

Notary Public

2000—11-41

LINWOOD L. CLARK, Plaintiff,	:	IN THE
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	:	CIRCUIT COURT FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,	:	ANNE ARUNDEL COUNTY
vs.		
GRACE HART, et al.	:	No. 7732 - IN EQUITY

oOo

MR. CLERK:

Please strike out my appearance as Solicitor for Grace Hart, one of the Defendants in the above entitled cause.

Carlyle Barton

Filed Dec 17 1942

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LINWOOD L. CLARK, Plaintiff, vs. MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
- - - - - -	:	No. 7782 - IN EQUITY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, vs. GRACE HART, et al.	:	

oOo

Oct 24 1942

MR. CLERK:

Enter my appearance in the above entitled cause as solicitor for Richard Lindsay Wilson Prentice and John Philip Manning Prentice, individually and as Executors of the Will of Constance Hart Harrison.

Carlyle Barton

Carlyle Barton

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LINWOOD L. CLARK, :

Plaintiff,

vs. IN THE

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., : CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Defendants.

- - - - - - - - - - No. 7782 - IN EQUITY

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, :

vs.

GRACE HART, et al. :

oOo

filed Oct. 24, 1945

MR. CLERK:

Enter my appearance in the above entitled cause as solicitor for May Figg, Guy Figg and Constance Veronica Figg and for People's Dispensary for Sick Animals.

Carlyle Barton

Carlyle Barton

LIBER 73 PAGE 450

LINWOOD L. CLARK, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 7782 - In Equity
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al. Defendants.	:	

....

DECREE PRO CONFESSO

The Defendants, Phil Ennis and Lizzie Ennis having been duly summoned to appear to the petition, and having failed to appear thereto according to the exigencies of the writ; and West Suffolk General Hospital, John Cory and Naomi Wilton having been duly notified by Order of Publication to appear to the petition, and having failed to appear thereto according to the exigencies of said order,

IT IS THEREUPON this 31st day of October, 1942, by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED that the Complainant is entitled to relief in the premises and that the Bill of Complaint be and it is hereby taken Pro Confesso against the Defendants, Phil Ennis, Lizzie Ennis, West Suffolk General Hospital, John Cory and Naomi Wilton; but because it does not certainly appear to what relief the Plaintiff is entitled, it is FURTHER ORDERED that testimony be taken in open court to support the allegations of said petition; and the time for the taking of such testimony is hereby set as October 31st, 1942.

Filed Oct. 31, 1942

Jas E Boylan Jr
JUDGE.

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LINWOOD L. CLARK,	:	
Plaintiff,	:	
vs.	:	IN THE
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.,	:	CIRCUIT COURT FOR
Defendants.	:	ANNE ARUNDEL COUNTY
- - - - - - - - - -	:	No. 7782 - IN EQUITY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,	:	
vs.	:	
GRACE HART, et al.	:	

oOo

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Richard Lindsay Wilson Prentice and John Philip Manning Prentice, individually and as Executors of the Will of Constance Hart Harrison, deceased, and of May Figg, Guy Figg and Constance Veronica Figg and of People's Dispensary for Sick Animals, to the Petition of the Mercantile Trust Company of Baltimore filed in this cause on the 20th day of March, 1942, respectfully shows:

Filed Mar. 31, 1942

FIRST: Answering paragraphs 1, 2, 3, 4, 5, 6 and 7 of said Petition, these Respondents can neither admit nor deny the matters and facts set forth therein, as they have no knowledge thereof.

SECOND: Answering paragraph 8 of said Petition, these Respondents admit that the said Constance Hart Harrison, daughter of Walter H. Hart, died a citizen of the United Kingdom of Great Britain, residing at the time of her death in Cockfield, County of Suffolk, England, and that she left a will wherein, after pay-

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ment of her debts, testamentary expenses and certain pecuniary legacies, she directed her Executors to divide the residue of her estate between the persons named in said paragraph 8 of said Petition, except that in the case of the People's Dispensary for Sick Animals, its proportion in said residue was six hundred and fifty shares rather than six hundred shares, as stated in said Petition.

THIRD: Answering paragraph 9 of said Petition, these Respondents admit that the said Richard Lindsay Wilson Prentice and John Philip Manning Prentice have duly qualified as Executors of the Will of said Constance Harrison and that administration has been granted and committed unto them by His Majesty's High Court of Justice, Probate Division, at Ipswich, England. These respondents have no knowledge of the appointment of administrators c.t.a of the Will of Constance Hart Harrison by the Orphans' Court for Anne Arundel County, and can neither admit nor deny the same.

FOURTH: Answering paragraph 10 of said Petition, these Respondents can neither admit nor deny the same as they have no knowledge as to the matters and facts therein set forth.

FIFTH: Answering paragraph 11 of said Petition, these Respondents admit that it is desirable that this Honorable Court should consider the rights and interests of the various parties named as Defendants in the Petition of the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, heretofore filed in this cause in said estate and the distribution thereof and that this Court should advise said Petitioner

as to the mode and method of making settlement and distribution of said estate.

AND as in duty, etc.

RICHARD LINDSAY WILSON PRENTICE
JOHN PHILIP MANNING PRENTICE,
Individually and as Executors of
the Will of Constance Hart Harrison.

MAY FIGG
GUY FIGG
CONSTANCE VERONICA FIGG.

PEOPLE'S DISPENSARY FOR SICK
ANIMALS.

BY Carlyle Barton
Carlyle Barton
Solicitor.

Carlyle Barton
Solicitor for Respondents, Richard Lindsay Wilson Prentice and John Philip Manning Prentice, individually and as Executors of the Will of Constance Hart Harrison, May Figg, Guy Figg and Constance Veronica Figg and People's Dispensary for Sick Animals.

Linwood L. Clark, et al.,
vs.
Mercantile Trust Co., et al.

No. 7782 Equity.
Circuit Court for Anne Arundel County.

Testimony, Oct. 31st, 1942 before
Judge Boylan.

PRESENT:-

Mr. William J. McWilliams, Solicitor for Robert Harrison, husband of Constance Hart Harrison, deceased, and Administrators c.t.a. of Constance Hart Harrison.

Mr. John M. Butler, Solicitor for Mercantile Trust Co., Executors of Walter H. Hart under the Will.

Mr. Cary D. Hall, Solicitor for Salvation Army.

Mr. Carlyle Barton, Solicitor for the English people mentioned, Richard Lindsay Wilson Prentice, and John Phillip Manning Prentice, individually and as Executors, etc.; May Figg, Guy Figg and Veronica Figg, and People's Dispensary for Sick Animals.

Juliet D. Strahorn, Court Stenographer.

Filed Dec. 4, 1942

*****It is agreed between the parties hereto that the right to supplement this Record by another party is reserved; it is also agreed that subject to his Honor's approval, any Decree entered herein will impress the proceeds of any sales made pursuant to such Decree to the same legal interest and rights as the property, if not sold, would have been subject to.

WITNESSES:-

Gordon E. Kalenberger,-------2 to 5

Thomas R. Ross,----------5 to 7

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

1. State your name and residence?

A. Gordon E. Kalenberger, Glenburnie, Md.

2. The allegations of the first six paragraphs of your Petition are matters of record in this case are they not?

A. That's true.

****For any use that may be made of them by the parties, I refer to past proceedings and papers in this case, and offer them in this Record on this Petition.

3. It is alleged in the 7th Paragraph of your Petition filed in this case on March 20th, 1942, that since the Opinion and Order of November 9th, 1939, your Company, upon the written direction of the parties to the agreement of January 23rd, 1939, and with the approval of this Court, has made sales of real property sufficient, in its opinion, for the purpose of said agreement, will you tell us the total net sales of all properties sold by your company under that agreement?

A. $35,231.58

4. What made up the balance of the $61,931.25 referred to in the 7th Paragraph of your Petition?

A. Collections of rent, and other collections in the estate.

5. Have you made any sales of real estate in this case since the death of Mrs. Harrison?

A. No.

6. When did Mrs. Harrison die?

A. April 25th, 1941.

****Re-Offer in evidence the Last Will and Testament of Mrs. Harrison, and attached to that are the records of probate in both United Kingdom and State of Maryland and qualifications of the Primary Executors and Ancillary administration in the State of Maryland.

Exhibit No. 1.

7. Did all of the persons referred to in Mrs. Harrison's will survive her as far as you know?

A. Yes, they did.

8. Are all of the persons mentioned in Mrs. Harrison's will now living and are they all of full age and curi juris? As far as you know?

A. Yes, they are.

9. It is alleged in Paragraph 10 of your Petition that no payments or disbursements have ever been made to any of the parties pursuant to the agreement of January 23rd, 1939, or otherwise?

A. Since the filing of the Bill we have made payments in accordance with the Agreement and in accordance with the Decree of this Court dated July 23rd, 1942, of $40,867.58; that amount was divided in accordance with the Decree, one-half to The Salvation Army, of $20,433.80; one-fourth to Miss Grace Hart of $10,216.89; one-fourth to Messrs. McWilliams and Childs as Administrators c.t.a. of the estate of Constance H. Harrison $10,216.89.

10. Will you tell us why these proceedings were brought?

A. Originally our Company had the right, and indeed was directed by Mr. Hart's will, to sell and liquidate his estate over a period of ten years; This provision of the Will was modified by the Agreement of January 23rd, 1939, under the terms of which our power to sell was restricted, and, thereafter, extended only to such sales as were necessary to carry out the agreement, and then only with the consent of the parties. Judge Parke, in his Opinion, ratified the settlement as set forth in the Agreement of January 23rd, 1939 but seemed not to be in accord with the method of payment as is set forth in our Petition; he said in his Decree, "The Chancellor perceives nothing inequitable in the substance of the compromise, but reserves for further consideration and action the method whereby the property interests involved may be determined and transferred."

We are now in a position of not knowing whether we are to carry out our part of the agreement of January 23rd, 1939 or whether we are to continue to sell and liquidate the estate. We, therefore, have asked that the Court, in this cause, in which all parties interested in the property are parties, advise or instruct us in the premises.

11. Ypu have very recently gotten quite a few offers for some of the property in this estate?

A. We have.

12. At prices deemed by your company to be advantageous?

A. Yes.

13. Does your Company feel as though those sales should be reported to this Court and ratified?

A. We do.

No Cross Examination.

Mr. Thomas R. Ross, a witness of lawful age, being first duly sworn, deposes and says:-
(Butler)

1. State your name and residence?

A. Thomas R. Ross, 200 E. Redwood st., Baltimore, Md.

2. What is your position with The Mercantile Trust Co.?

A. Maintenance man selling real estate, collections, and acting as agent for other properties.

3. How long have you been acting in that capacity?

A. I think 24 years.

4. Are you familiar with the estate of Walter H. Hart?

A. Yes.

5. Are you familiar with the real property of that estate situate in Anne Arundel County and City of Annapolis?

A. Yes.

6. How long have you been familiar with that property?

A. Since the death of Mr. Hart I have been coming to Annapolis three days a week since that time, and therefore very familiar with the estate.

7. What has been your acquaintance with the property?

A. Managing the real estate, looking after collections and also getting prices on selling.

8. Have you ever had occasion to value any property of the estate?

A. Not for official purposes, no.

9. Have you submitted recently on behalf of prospective purchasers, back to your Company, offers for certain property in the estate of Walter H. Hart?

A. Yes.

10. Were those offers, in your opinion, such as to recommend acceptance by your company?

A. I recommend them highly because they are better prices than we could have got in the future or any time in the past.

11. Have you a list of such offers, are they represented by Contracts executed by the prospective purchaser, subject to the ratification by this Court, or mere verbal offers to purchase?

A. All legitimate offers which I have submitted, written offers to the Company with check accompanying.

12. All signed contracts in connection with the earnest money or down payment?

A. Yes.

13. Will you tell us what sales you now have in hand giving in each instance the number of property, prospective purchasers and prices offered.

A. I can give you the numbers of the properties but I have not the prospective purchasers at the moment.

14. Will you look at that schedule and tell us whether or not it shows the properties, numbers, name of purchaser and prices offered for each piece therein set forth?

A. Yes they are there.

****Offered and filed as Exh. No. 2.

In addition to those shown there, there is one other at 121 Charles st. at the price of $4250 the vendee is Alvin Joseph Sova and Blanche Sova his wife of 121 Charles street.

15. Have you personally inspected all those properties?

A. Yes.

16. You did that before you submitted those offers?

A. Yes.

17. In your opinion, the prices set forth, are fair and reasonable prices for the respective properties?

A. I think very good price at this time.

18., The best obtainable on the present market?

A. Yes.

19. Do you know how those prices as offered compare with the Inventory or Appraisal of the same properties in the Orphans Court?

A. Yes.

20. Have you that information before you.

A. I have them here, I will give them to you, one by one.

List of Properties, Inventory Appraised value and Sales Price.

Properties,	Inventory	Sales.
78 Charles st.,	$ 1,000	$ 1,000
21 East st.	3,000	3,350
54-56-58 (subject to 5% commission)	2,400	4,000
6 (now 206) Claude st.	3,500	4,250
22 (now 222) Claude st.	3,500	4,500
24 (now 224) Claude st.	3,500	4,500
79-81 Charles st.	4,000	4,500
6-8-10-14 Cheston ave. subject to 5% commission.	13,000	20,000
12 Church Circle,	8,000	12,500
125-127 Charles	7,000	8,250
121 Charles (Sova mentioned above)	3,500	4,250

I hereby certify that the aforegoing testimony was taken by me before Judge Boylan in this case on October 31st, 1942, and by me transcribed for the record.

Juliet D Strahorn
Court S tenographer.

ESTATE WALTER H. HART

78 Charles St., Annapolis, Md., sold to Marlen Kirby and Helen Kirby, his wife, for $1,000.00

21 East St., Annapolis, Md., sold to Maria Theresa Newman for $3,350.00

54, 56 and 58 Cornhill St., Annapolis, Md., sold to Annapolis Realty, Inc. for $4,000.00, but subject to a 5% commission

6 (now 206) Claude St., Wardour, Md., sold to Frank E. Clarke and Doris B. Clarke, his wife, for $4,250.00

22 (now 222) Claude St., Wardour, Md., sold to Claude E. Harlow and Ruby W. Harlow, his wife, for $4,500.00

24 (now 224) Claude St., Wardour, Md., sold to William G. Bush and Arvilla M. Bush, his wife, for $4,500.00

79/81 Charles St., Annapolis, Md., sold to J. Gordon Catterton and Alice L. Catterton, his wife, for $4,500.00

6, 8, 10 and 14 Cheston Avenue and the waterfront lot adjacent to 6 Cheston Avenue, Annapolis, Md., sold to Albert W. Trader and Lois Stewart Trader, his wife, for $20,000.00, subject to a 5% commission

12 Church Circle, Annapolis, Md., sold to Grace Hart for $12,500.00

125/127 Charles St., Annapolis, Md., sold to Frank A. Kramer and Helena Kramer, his wife, for $8,250.00

LIBER 73 PAGE 462

No. 7782 Equity

In the Case of

Linwood L. Clark

vs.

Mercantile Trust Company of Baltimore,
Executor of Walter H. Hart,
et al

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 Dec 17, 1942

All of which is respectfully submitted. Laura R. Jackling Auditor.

Dr. Linwood L. Clark vs. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, et al

in ac.

To Executor for Commissions - 2% of gross income - $69,209.07	1,384	18		
Less State Tax thereon	204	82	1,179	36
To Executor for Court costs, viz:				
Clerk of Court - costs	10	75		
Clerk of Court - record in inheritance tax appeal	32	50		
Auditor - stating this account	126	00	169	25
To Executor for Expenses, viz:				
Capital-Gazette Press - subscription	5	00		
Capital-Gazette Press - advertising	137	62		
Capital-Gazette Press - Order Nisi	5	00		
Miscellaneous expense - affidavits, stationery, supplies, registered mail fees for cashier's checks, etc.	115	42		
C. & P. Telephone Co. - toll charges	36	95		
W. W. Sullivan - stone at decedent's grave	175	00		
Robert F. Suite - care of cemetery lot	4	00		
Maryland Title Guarantee Co. - examining and guaranteeing title to real estate	2,750	00		
Mercantile Trust Co. - storage of paintings	30	00		
George B. Woelfel - payment of all claims	1,000	00		
Mary M. Hoff - testimony - 2/9/40	9	70		
Postage, freight & transportation of workmen at Annapolis office	111	65		
Jas. A. Young, Clerk - cost of record in inheritance tax appeal	145	20		
Daily Record Co. - printing appellant's brief	25	00		
Register of Wills - certified copy	5	00		
E.T.Newell & Co. - commissions and advertising sale of furniture	61	26		
E. T. Newell & Co. - commissions and advertising - sale of real estate	968	42		
Amounts paid in adjustment of taxes, revenue stamps, rent, water rent and interest - sales to C. O. Dulin, Edw. D. Johnson, C.E.Tyler and S. J. Reynolds	187	67		
Mealey Sign Service - window and transom signs	17	00		
J. R. McCrone, Jr. - surveying various properties	309	00		
Chamber of Commerice - contribution	10	00		
Annapolis Storage Co. - moving furniture from 131-33 Chas. St. to Baltimore	85	00		
Service Agents, Inc. - comms. on rentals	50	75		
Cons. Gas Electric Light & Power Co. - gas & electricity -4/3/40 to 8/4/42	259	34		
C. & P. Telephone Co. - service to 12 Church Circle	204	77		
J.B. Wailes - coal for Garland Apartments	686	75		
Annapolis Dairy Products Co. - coal for Admiral Apartments	927	50		
Consumers Oil Co. - fuel oil for 12 Church Circle	255	86		
Petrol Corporation - "	253	90		
Landlord's complaints on various properties	7	75		
Hopper, Polk & Purnell, Inc. - insurance premiums on all properties	2,611	55		
War Damage Insurance - all properties	174	25		
Salaries paid by Executor to various employees less Social Security Tax	8,228	51		
Collector of Internal Revenue - Social Security Tax due by employees to 7/1/42 and by employer to 9/1/42	163	43		
Hopper, Polk, & Purnell, Inc. - bond premium	10	00		
Maryland-Employment Compensation Fund-				

employer's contribution 4/1/40 to 6/30/42	211	09		
Expenses incurred by Executor in connection with management of real estate, including material and supplies, labor, repairs, replacements and all maintenance expenses	7,207	07	27,446	41
To Executor for Taxes, viz:				
1941 State & Co. taxes on real estate	3,671	00		
1938-41 " " " " on Division St. lots	95	60		
1942 " " " " on real estate	3,351	01		
1940 " " " " on personalty	17	81		
1941 " " " " " "	213	00		
1942 " " " " " "	196	62		
1940 City and Met. Sew. taxes on real est.	1,987	52		
1941 " " " " " " " "	1,610	53		
1938-41 " " " " " Division St. lots	74	95		
1942 " " " " "	1,628	69		
1940 " " " " " on personalty	79	32		
1941 " " " " " " "	77	64		
1942 " " " " " " "	77	64		
Register of Wills - State tax on comms.	204	82		
Collector of Internal Revenue - additional Fed. Inheritance tax with int. to 10/15/40	8,436	02	21,722	17
To Executor for Benefit Charges, viz:				
Annapolis Water Co. - metered water from 4/1/40 to 6/30/42 - Annapolis	2,203	65		
Anne Arundel Co. Sanitary Comm.- metered water from 2/1/40 to 8/1/42 - Eastport	307	50		
Anne Arundel Co. Sanitary Comm. - metered water from 3/1/40 to 6/1/42 - Garland and Ferndale	150	60		
Anne Arundel Co. Sanitary Comm. - 1942 water & sewer benefit charges-various properties	369	86	3,031	61
To Executor for following distribution under Will of Walter H. Hart:				
Philip Ennis - legacy (exempt from inheritance tax)	1	00		
Elizabeth Ennis - "	1	00		
Annapolis Emergency Hospital - legacy-"	1	00	3	00
To Executor for following distribution under Agreement of 1/23/39 and Decree of Court of 7/23/42:				
Grace Hart - (Inheritance tax at 1% paid 12/27/38)	10,216	89		
Wm. J. McWilliams & Eugene P. Childs, Admrs. C.T.A. of Estate of Constance Hart Harrison, deceased - (Inheritance tax at 1% paid 12/27/38)	10,216	89		
The Salvation Army - (Inheritance tax at 7½% paid 12/27/38)	20,433	80	40,867	58
BALANCE RETAINED BY EXECUTOR FOR FURTHER ACCOUNTING			39,917	93
			134,337	31

with Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased. Cr.

1940						
Aug.	28	Amount of personal property and estate retained by Executor in accordance with First Account of the Auditor filed on 8/28/40			30,874	89
		Amount received from Robert F. Inman - balance of debt shown on separate list of debts filed			1,903	30
		Amount received from Annapolis Savings Institution as gain over inventory value of Certificate of Participation in Depositors' Guarantee Fund			223	02
		Amount of gain over inventory received from sale of 3 shares stock of Annapolis Dairy Products Co.,7% Pfd. sold @ $100 less tax			104	82
		Amount of gain over inventory received from sale of 2 shares stock of Annapolis Athletic Ass'n, @ 50			100	00
		Proceeds of Sale Lots 6 and 7, Section A, Garland, per Order of Court 9/17/40			512	51
		Amount received for quit claim deed to Lots 1 and 2, Square 5427, Lot 14 Square 5418 and Lot 15 Square 5417, E. Washington Park, Washington, D. C., per Order of Court 12/23/40			100	00
		Proceeds of Sale of the following real estate per Reports of Sales ratified:				
		643 Bay Ridge Ave. and lots known as Tall Cedars, Eastport	4,000	00		
		Property known as Green Gables on Broad Creek	8,500	00		
		17-19 Shaw St., Annapolis, Md.	4,700	00		
		131-133 Charles St., Annapolis, Md.	5,700	00		
		83-85 Charles St., Annapolis, Md.	2,600	00		
		77 Franklin St., Annapolis, Md.	5,200	00		
		23 St. John's St., Annapolis, Md.	2,500	00	33,200	00
		Amount of gross rent receipts from various properties, as set forth in Executor's Report filed 10/7/42			65,988	58
		Amount received from Robert F. Inman and Wife, purchasers of property #81 First St, under contract of sale:				
		Interest 5% from 1/10/40 to 8/22/42	271	24		
		3 years fire insurance	10	20		
		Water rent from 11/1/40 to 8/1/42	39	00		
		1940/42 State & County taxes	51	05		

1940/42 Water & Sewer Benefit Charges	94 50	465 99	
Amount received as refund of 1937 and 1938 Federal Income tax with interest		97	39
Amount received as refund of 1937 Maryland Income Tax		14	35
Amount received from County Trust Co. of Md., - dividends of 20¢ per share paid 1/1/41 and 1/1/42 on 14 shares stock		5	60
Amount received in adjustment of taxes, revenue stamps and interest on sale of 131-133 Charles St., Annapolis, Md.		107	17
Amount received in adjustment of taxes, revenue stamps and interest on sale of "Green Gables on Broad Creek", Anne Arundel County, Md.		131	80
Amount received in adjustment of taxes, revenue stamps and interest on sale of 23 St. Johns St., Annapolis, Md.		25	54
Amount of return premiums from cancellation of liability insurance on various properties sold		23	72
Amount of return premiums from cancellation of fire insurance policies on various properties sold		220	38
Amount of return premiums received upon audit of liability under Workmen's Compensation insurance policy		238	25
		134,337	31

ORDER NISI

LIBER 73 PAGE 467

Linwood L. Clark

VERSUS

Mercantile Trust Co. of Baltimore,

Executor of

Walter H. Hart, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 7782 Equity.

Filed Dec. 17, 1942

ORDERED, This 17 day of December, 19 42, That the Second Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

John H. Hopkins, 3rd. Clerk

Filed Sept. 10, 1943

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of September, 1943, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin C.J.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8th, 1943

We hereby certify, that the annexed

Order Nisi #7782 Equity

Linwood L. Clark

vs.

Mercantile Trust Company of Baltimore

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 18th day of January, 1943. The first insertion being made the 18th day of December, 1942

THE CAPITAL-GAZETTE PRESS, INC.

By Anne D. Bennett

ORDER NISI

In The Circuit Court For
Anne Arundel County
No. 7782 Equity

Linwood L. Clark
versus
Mercantile Trust Co. of Baltimore, Executor of Walter H. Hart, et al.

Ordered, this 17th day of December, 1942, that the second report and account of the auditor, filed this day in the above entitled cause, be ratified and confirmed, unless cause to the contrary be shown on or before the

18TH DAY OF JANUARY, NEXT;

Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January, next.

JOHN H. HOPKINS, 3rd. Clerk.

True Copy.

Test: JOHN H. HOPKINS, 3rd. Clerk.

J-1

Filed January 8, 1943

No. E. C. 8157

LINWOOD L. CLARK, Plaintiff,	:	IN THE
	:	CIRCUIT COURT
- vs -	:	FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.	:	No. 7782
	:	In Equity

.....

PETITION

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,	:
	:
- vs -	:
GRACE HART, et al.	:

.....

O R D E R

The matter of the petition of the Mercantile Trust Company of Baltimore filed herein on March 20, 1942 having come on for hearing in open court upon said petition and answers thereto, testimony having been taken and the parties having been fully heard and the papers in the case having been read and considered, it is thereupon this 8th day of January, 1943, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, ADJUDGED AND DECREED -

Filed Jany. 9th 1943

1. That this Court reserves for further consideration and action all questions dealing with the property interests of the parties to this cause, in and to the estate of Walter H. Hart, deceased, and the mode or method whereby such property interests are to be determined and transferred. Meantime the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, be and it is hereby authorized and directed to make the sales of real estate mentioned in the testimony produced at the hearing held on October 31, 1942, at and for the prices therein mentioned, said sales to be reported to this Court and to be subject to the final ratification and approval of this Court after the pub-

lication and expiration of the usual order nisi thereon; that Mercantile Trust Company of Baltimore be and it is hereby authorized and directed to continue to make sales of the real estate of the said Walter H. Hart, deceased, all of said sales to be reported to this Court and to be subject to the final ratification and approval of this Court after publication and expiration of the usual order nisi thereon.

2. That Mercantile Trust Company of Baltimore, Executor as aforesaid, shall bring into this Court the proceeds of all such sales, to be held pending the determination by this Court of the rights and interests of all of the parties to this cause and to said proceeds; and in so far as the determination of the rights and interests of all of said parties is concerned, the proceeds of said sale shall be considered to be the real estate itself, to all intents and purposes and as fully as though said sales had not been made.

JUDGE.

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	CIRCUIT COURT

.....

Petition FOR

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,	:	ANNE ARUNDEL COUNTY
- vs -	:	
GRACE HART, et al.	:	No. 7782 - In Equity.

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That pursuant to the order passed by this Honorable Court on the 8th day of ~~December~~ January 1943 your reportant has made the following eleven separate sales of real property comprised within the estate of its said decedent to the persons and for the amounts following and subject to the conditions set forth in the several contracts of sale thereof heretofore referred to and filed in this proceeding, with the exception of 12 Church Circle, which said sale is evidenced by a letter dated September 30th, 1942from Miss Grace Hart; all of said pieces or parcels of ground being in Anne Arundel County, Maryland and being described as follows:

Filed Jany. 12, 1943

(1) All that lot or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, known as 78 Charles Street, sold to Marlen Kirby and Helen Kirby, his wife, at and for the price of $1,000., and thus described:

All that lot or parcel of ground situate on the southeast side of Charles Street 120 feet more or less southwest of Cathedral Street, fronting southwesterly on Charles Street 20 feet 6 inches with an irregular depth southeasterly of 125 feet 1-1/2 inch more or less.

BEING the same property described in a deed from George H. Hamilton and wife, et al., to Walter H. Hart, dated May 13, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 92, folio 360.

(2) All that lot or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, known as 21 East Street, sold to Maria Theresa Newman, at and for the price of $3,350.00, and thus described:

BEGINNING for the same on the south side of East Street in the centre of a three foot alley, thence with the centre of the alley south thirty minutes east fifty-seven and forty one-hundredths feet, thence north forty degrees west eleven and two-tenths feet, thence south fifty degrees west thirteen and five-tenths feet, thence north fourteen degrees east three and seven-tenths feet, thence northtwenty-four degrees forty-five minutes east twelve and five-tenths feet to the rear of house No. 21, thence with the partition wall between Nos. 21 and 23 north no degrees thirty minutes west forty-two feet to the south side of East Street, thence north eighty-nine degrees thirty minutes east thirteen feet to the beginning.

BEING the same lot of ground firstly described in a deed from A. Theodore Brady, et al., Trustees to Walter H. Hart, dated June 1, 1915 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 118, folio 148.

(3) All those three pieces or parcels of ground in the City of Annapolis, Anne Arundel County, Maryland, known as Nos. 54, 56 & 58 Cornhill Street, sold to Annapolis Realty, Inc., at and for the price of $4,000.00, but subject to a brokerage commission of five per cent, and thus described:

Being situate on the north side of Cornhill Street, in the City of Annapolis, together with the three brick houses adjoining each other and erected on said land now known as Nos. 54, 56 & 58 Cornhill Street.

BEING the same property described in a deed from Ida R. Birckhead, et al., to Walter H. Hart, dated October 2, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 33, folio 5.

(4) All that lot or parcel of ground in Wardour, Anne Arundel County, Maryland sold to Frank E. Clarke and Doris B. Clarke, his wife, at and for the price of $4,250.00, and thus de-

scribed:

Being that lot or parcel of ground in Wardour, Anne Arundel County, Maryland, designated on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lot No. 3; the improvements whereon are shown as No. 206 Claude Street, fronting approximately 60 feet with an irregular rectangular depth of approximately 169 feet.

BEING one of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart, by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

(5) All that lot or parcel of ground in Wardour, Anne Arundel County, Maryland sold to Claude E. Harlow and Ruby W. Harlow, his wife, at and for the price of $4,500.00, and thus described:

Being that lot or parcel of ground in Wardour, Anne Arundel County, Maryland, designated on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lot No. 11; the improvements whereon are shown as No.222 Claude Street, fronting approximately 60 feet with an irregular rectangular depth of approximately 223 feet.

BEING one of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart, by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

(6) All that lot or parcel of ground in Wardour, Anne Arundel County, Maryland sold to William G. Bush and Arvilla M. Bush, his wife, at and for the price of $4,500.00, and thus described:

Being that lot or parcel of ground in Wardour, Anne Arundel County, Maryland, designated on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lot No. 12; the improvements whereon are shown as No. 224 Claude Street, fronting approximately 60 feet with an irregular rectangular depth of approximately 221 feet.

BEING one of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart, by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

(7) All those lots or parcels of ground in the City of Annapolis, Anne Arundel County, Maryland, known as Nos. 79 & 81 Charles Street, sold to J. Gordon Catterton and Alice L. Catter-

ton, his wife, at and for the price of $4,500.00, and thus described:

All that piece or parcel of ground on the north side of Charles Street beginning at a point 182 feet 2 inches from Cathedral Street and binding 35 and 77/100ths feet on Charles Street, with an irregular depth northerly of approximately 85 feet.

BEING a portion of the property described in a deed from Anna M. Miller, et al., to Walter H. Hart, dated September 16, 1919 and recorded among the Land Records of Anne Arundel County in Liber/No. 20, folio 1.
W.N.W.

(8) All those lots or parcels of ground in the City of Annapolis, Anne Arundel County, Maryland, known as Nos. 6, 8, 10 & 14 Cheston Avenue and the water-front lot adjacent to No. 6 Cheston Avenue (except No. 12 Cheston Avenue; heretofore sold to Benjamin Hyde), sold to Albert W. Trader and Lois Stewart Trader, his wife, at and for the price of $20,000.00, subject to a five per cent brokerage commission, and thus described:

BEGINNING for the same at an iron pipe set at a point where the north side of Cheston Avenue intersects a concrete bulkhead built along the west shore of Spa Creek which point of beginning is located South 55 degrees 30 minutes East - 464 feet from the east side of Franklin Street; thence with the north side of Cheston Avenue North 55 degrees 30 minutes West - 144 feet; thence at right angles, North 34 degrees 30 minutes East - 110 feet; thence South 55 degrees 30 minutes East - 131.9 feet to a pipe set on the first mentioned bulkhead; thence with said bulkhead in a southwesterly direction 111.5 feet to the place of beginning.

BEING lots 20, 22 and 24 of Cheston Avenue, and being occupied by houses 10, 8 and 6, respectively, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in November 1941.

BEGINNING for the same at an iron pipe set on the north side of Cheston Avenue at a point located South 55 degrees 30 minutes East - 240 feet from the east side of Franklin Street; thence at right angles to Cheston Avenue, North 34 degrees, 30 minutes East - 110 feet, South 55 degrees 30 minutes East - 40 feet and South 34 degrees 30 minutes West - 110 feet to the north side of Cheston Avenue; thence with the north side of Cheston Avenue, North 55 degrees 30 minutes West - 40 feet to the place of beginning.

BEING Lot #16 of Cheston Avenue, and being the same lot occupied by house #14 and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in November 1941.

BEING a part of the same property described in a deed from Winson G. Gott, attorney, to Walter H. Hart, dated October 25, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 62, folio 451.

(9) All that lot or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, known as 12 Church Circle, sold to Grace Hart for $12,500.00, and thus described:

BEGINNING for the same at a point in the said south side of said Church Circle distant in an easterly direction twenty feet and six inches from a stone heretofore planted in the cut or intersection of the southeast corner of South Street and said Church Circle, the said point being in the building line of said Church Circle; thence south six degrees thirty minutes east thirty-three feet and six inches, north eighty-two degrees fifteen minutes east nineteen feet and six inches; north twenty-six degrees forty-five minutes east forty feet to the building line of the aforesaid Church Circle; thence west running with and bounding on said Church Circle to the place of beginning. Containing and laid out for six hundred seventy-eight square feet. Including all those parts, parcels or corners of land which the most eastern wall of the building now abutts or protrudes upon and which are embraced and contained within a straight line extending from the southeastern corner of the said most eastern wall to the northeast corner of the aforesaid part of Lot No. 50 and another straight line extending from the same southeastern corner of the most eastern wall to the southeastern corner of the aforesaid part of lot No. 50.

BEING the same lot of ground conveyed to Walter H. Hart by deed dated June 22, 1911 from Rushleigh B. Chalmers and wife and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 84, folio 269.

(10) All those lots or parcels of ground in the City of Annapolis, Anne Arundel County, Maryland, known as Nos. 125 & 127 Charles Street, sold to Frank A. Kramer and Helena Kramer, his wife, for $8,250.00, and thus described:

BEGINNING for the same on the northwest side of CharlesStreet at the centre line of King Charles Place and running thence southwesterly 47 feet 8 inches to the southeast corner of the lot known as 123 Charles Street; and running thence northwesterly 68 feet 1 inch to the outline of the property known as No. 1 King Charles Place; and running thence northeasterly and along the outline of said property known as No. 1 King Charles Place 47 feet 2 inches to the centre of King Charles Place; and running thence along the centre line of King Charles Place southeasterly 67 feet 8 inches to the place of beginning; all as shown on a plat designated subdivision of property on South Street, Charles Street and King Charles Place by the Mercantile Trust Company, Trustee Walter H. Hart estate, Annapolis, Md., dated November 1940 and recorded or intended to be recorded among the Land Records of Anne Arundel County.

BEING a part of the same property described in a deed from Beatrice Wells, et al. to Walter H. Hart, dated October 8, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 33, folio 67.

(11) All that lot or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, known as No. 121 Charles Street, sold to Ervin Joseph Sova and Blanche E. Sova, his wife, for $4,250.00; and thus described:

Situate on the northwest side of Charles Street 345 feet 9 inches southwest of Duke of Gloucester Street, running from said beginning southwesterly on Charles Street 28 feet 8 inches; thence running northwesterly 110 feet to the outline of the property now known as No. 5 King Charles Place; thence running northeasterly 28 feet 8 inches to the southwesternmost outline of the property now known as No. 3 King Charles Place; and running thence in a straight line parallel to King Charles Place 110 feet more or less to the place of beginning; all as shown on a plat designated subdivision of property on South Street, Charles Street and King Charles Place by the Mercantile Trust Company, Trustee Walter H. Hart estate, Annapolis, Md., dated November 1940 and recorded or intended to be recorded among the Land Records of Anne Arundel County.

BEING a part of the same property described in a deed from John E. Pettebone and wife to Walter H. Hart, dated May 1, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 87, folio 299.

2. And this reportant further reports to your Honor that it has sold subject to the ratification and approval of this Court to the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, the two following-described lots, at and for the prices hereinafter mentioned:

(1) No. 602 Severn Avenue (formerly 1 and 3 Severn Avenue, Eastport, Anne Arundel County, Maryland), at and for the price of $2,500.00, and thus described:

BEGINNING for the same at the west corner of Severn Avenue as extended from Eastport in a southwesterly direction and Sixth Street (formerly First Street) as extended from Eastport in a northwesterly direction, and running thence in a westerly direction approximately 75 feet, and running thence along the curve of an arc, the chord of which is not known but which is shown on Plat No. 5060 of the State Roads Commission issued November 4, 1941, and then continuing in a straight line approximately 70 feet, thence in an easterly direction approximately 20 feet, and thence in a southerly direction to the place of beginning approximately 100 feet.

BEING a part of the same lot of ground described in a deed from George T. Melvin, Trustee, to Walter H.

Hart, dated April 9, 1914 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 100, folio 449.

AND BEING ALSO the plot of ground shown in red and yellow shading on the plat of the State Roads Commission hereinabove referred to.

(2) All those two lots or parcels of ground shaded in maroon and yellow areas on Plat No. 5060 of the State Roads Commission of Maryland, issued November 4, 1941, at and for the price of $1,000.00, and thus described:

BEGINNING for the first of said lots from the Eastport side of the Spa Creek Bridge 60 feet wide as proposed to the northerly outline of the property contracted to be sold by Walter H. Hart to Robert F. Inman by a contract of sale dated September 10, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.N. No. 153, folio 458.

AND BEGINNING for the second of said lots on the southerly side of the property contracted to be sold by Walter H. Hart to Robert F. Inman and extending southerly approximately 90 feet.

WHEREFORE, your reportant prays this Honorable Court to pass an order ratifying said sales. Total Sales $74,600.00

AND your reportant, etc.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor.
~~Trustee,~~

By G. E. Kellenberger
Asst Trust Officer

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERITY, That on this 11th day of December, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon Kellenberger, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein stated, and that said sales were failry made.

WITNESS my hand and Notarial Seal.

A. Di Paula

Notary Public.

LIBER 73 PAGE 477

Order Nisi

Linwood L. Clark, Plaintiff
vs.
Mercantile Trust Company of Baltimore, Executor - Walter H. Hart, deceased, et al.
Petition
~~versus~~
Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased
vs.
Grace Hart, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Ordered, this 12th day of January, 1943, That the sale of the private property mentioned in this proceedings made and reported by The Mercantile Trust Company of Baltimore Trustee, Executor

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of February next.

The report states that the amount of sales to be $74,600.00

John H. Hopkins, 3rd Clerk.

True Copy.

Filed Feby 15, 1943

ORDER NISI

In The Circuit Court For
Anne Arundel County
No. 7782 Equity

Linwood L. Clark, Plaintiff
versus
Mercantile Trust Company of Baltimore, Executor Walter H. Hart, deceased, et al.
Petition
Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased.
versus
Grace Hart, et al.

Ordered, this 12th day of January, 1943, that the private sales of the property mentioned in these proceedings, made and reported by the Mercantile Trust Company of Baltimore, executor, be ratified and confirmed; unless cause to the contrary thereof be shown on or before the

13TH 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 13th day of February, next.

The report states that the amount of sales to be $74,600.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy.

Test: JOHN H. HOPKINS, 3rd, Clerk.

Filed Feby 15, 1943

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Feb 9, 1943

We hereby certify, that the annexed

Order Nisi
Equity No. 7782

Walter H. Hart, Estate

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 13th day of February, 1943. The first insertion being made the 13th day of January, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Florence Deary

No. E. C. 8465

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TEST: _____ Clerk.

(Final Order)

LIBER 73 PAGE 478

Linwood L. Clark, vs Mercantile Trust Company of Baltimore, Executor - Walter H. Hart, deceased.

Petition.

~~versus~~

Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, vs. Grace Hart, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

Filed Feb. 16, 1943

ORDERED BY THE COURT, This 16th day of February, 19 43

that the sale made and reported by the ~~Trustee~~ Executor 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~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, Clk

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LINWOOD L. CLARK,	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	In Equity, No. 7782

....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows:

1. That comprised within the estate and property of said decedent is the piece or parcel of ground situate in Eastport, Anne Arundel County, Maryland, known as 516 Severn Avenue, described as follows:

BEGINNING for the same on the North side of Severn Ave. at a point located North 60 degrees East - 47 feet from the Northeast side of Sixth St. extended, as shown on a plat of Eastport by John Duvall, said point of beginning also being the Southeastarn-most corner of a lot of ground conveyed to James B. Hopkins by Jennie T. Riley in 1930, as recorded in the Land Records of A. A. County, Md. in Liber F.S.R. 36, Folio 472; thence running at right angles of Severn Ave. and through the East side of said Hopkins' home North 30 degrees West 150 feet to an oak hub; thence at right angles and parallel with Severn Ave. North 60 degrees East 31 feet; thence at right angles on a division line between 516 and 514 Severn Ave. and parallel to the first line of this description South 30 degrees East 150 feet to the North side of Severn Ave. said point also being a Southwest corner of a concrete wall; thence running with the North side of Severn Ave. South 60 degrees West 31 feet to the place of beginning.

BEING known as 516 Severn Ave. as surveyed by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in February 1943.

2. That your Reportant, subject to the ratification and approval of this Honorable Court, has sold said property at private sale unto James B. Hopkins and Irma E. Hopkins, his wife,

Filed March 1st, 1943

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at and for the sum of twenty-five hundred dollars ($2,500.) of which five hundred dollars ($500.) has been paid on account and the balance of two thousand dollars ($2,000.) is to be paid upon ratification of said sale by this Honorable Court, all of which will more fully appear by reference to the contract of sale thereof, dated February 16th, 1943, filed herewith as part hereof.

3. That the price of twenty-five hundred dollars in the opinion of your Reportant represents the fair and reasonable value of said property, and said sale is to the benefit and advantage of all persons interested in said property, and that said sale was fairly made.

WHEREFORE, your Reportant prays this Honorable Court to pass an order ratifying said sale.

Venable, Baetjer & Howard
Solicitors

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the estate of Walter H. Hart, deceased,

By G. E. Kellenberger
Assistant Trust Officer.

STATE OF MARYLAND }
CITY OF BALTIMORE } To Wit:

I HEREBY CERTIFY, That on this 26th day of February, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon Kellenberger, Assistant Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

A. Di Paula

Notary Public.

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 481

This Agreement,

Made this 16th day of February, 19 43, between

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and James B. Hopkins and Irma E. Hopkins (his wife) (hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in Eastport, Anne Arundel County, Md. known as 516 Severn Avenue, Eastport Maryland, as more particularly described and shown on the attached blue print and description made by J. R. LeGrone, Jr., registered surveyor

at and for the sum of Twenty-five Hundred- - - - - - - - - - - - - - - - - - - -Dollars ($ 2,500.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

It is mutually understood and agreed by the parties hereto that this sale is made subject to approval of the title by the Maryland Title Guarantee Co. to the effect that the Vendor can convey a good and merchantable title.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

MERCANTILE TRUST COMPANY OF BALTIMORE,

Attest: By S. E. Feldenburger Asst TRUST OFFICER

Asst Secretary

Test: Dorothy H. Mitchell James B. Hopkins (SEAL)

Dorothy H. Mitchell Irma E. Hopkins (SEAL)

MERCANTILE TRUST COMPANY ORGANIZED MAY 1 1884 BALTIMORE

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Order Nisi

LIBER 73 PAGE 482

Linwood L. Clark,

versus

Mercantile Trust Company of Baltimore, Executor, Walter H. Hart, deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Ordered, this 1st. day of March, 1943. That the sale of the property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Executor ~~Trustees~~ of the Estate of Walter H. Hart, deceased.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd. day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd. day of April next.

The report states that the amount of sales to be $2,500.00

John H. Hopkins, 3rd, Clerk.

True Copy.

Filed March 1st 1943

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OFFICE OF

~~Maryland Gazette~~ Evening Capital

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. 7782 Equity
Linwood L. Clark
versus
Mercantile Trust Company of Baltimore, Executor, Walter H. Hart, deceased, et al.

Ordered, this 1st day of March 1943, that the sale of the property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

2ND DAY OF APRIL NEXT;

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of April next.

The report states that the amount of sales to be $2,500.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, Test:

JOHN H. HOPKINS, 3rd, Clerk.

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Filed 8th April 1943

No. MG 9503

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1943

We hereby certify, that the annexed

Order Nisi

No. 7782 Linwood Clark

versus

Mercantile Trust Company of Baltimore

Executor, Walter H. Hart deceased

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 April, 1943 The first insertion being made the 2nd day of March, 1943

THE CAPITAL-GAZETTE PRESS, INC.

By Florence Leary

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TEST: _____ Clerk.

(Final Order)

LIBER 73 PAGE 483

Linwood L. Clark

versus

Mercantile Trust Company of Baltimore, Executor etc., et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term. 19

Filed April 9th, 1943

ORDERED BY THE COURT, This 9th day of April, 1943 that the sale made and reported by the ~~Trustee~~ Executor 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~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin, C.V.

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	CIRCUIT COURT

.....

Petition

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,	:	FOR
	:	ANNE ARUNDEL COUNTY
- vs -	:	
GRACE HART, et al.	:	No. 7782 - In Equity.

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor under the Last Will and Testament of Walter H. Hart, deceased respectfully represents unto your Honor:

1. That it has been administering the Estate of Walter H. Hart under the jurisdiction of this Honorable Court, this Court having assumed jurisdiction by its Order dated November 9, 1939.

2. That your petitioner holds among the assets of said Estate the following personal property:

3 shares no par, The Annapolis Dairy Products Co. Common
14 shares par 10, County Trust Company of Maryland
$1,539.20 Certificate of Beneficial Interest City Certificates Corporation.
Jewelry and Paintings (as more particularly described in the inventory heretofore filed).

3. That in accordance with an Order of the Court passed April 1, 1941, your petitioner is preparing to conduct a sale at public auction of certain household furniture and effects held in said Estate, and your petitioner believes that it would be advantageous to include in said sale at this time the above mentioned jewelry and paintings.

4. That your petitioner believes that it would also be advantageous to the Estate, to sell at this time the above mentioned stocks and certificate.

WHEREFORE, your petitioner prays this Honorable Court to pass an Order authorizing and directing it to sell at public auction for the best price obtainable, the jewelry and paintings and to sell at either public or private sale for the best price obtainable the above mentioned

Filed March 10, 1943

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stocks and certificate.

AND your petitioner, etc.,

Mercantile Trust Company of
Baltimore, Executor,

Venable Baetjer & Howard
Solicitors

BY G. E. Kellenberger
Trust Officer

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 9th day of March, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Gordon E. Kellenberger, Assistant Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

A. Di Paula
Notary Public

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	CIRCUIT COURT

.....

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,	:	FOR
	:	ANNE ARUNDEL COUNTY
- vs -	:	
GRACE HART, et al.	:	No. 7782 - In Equity.

.....

ORDERED by the Circuit Court for Anne Arundel County, in equity, this 10th day of March, 1943, upon the aforegoing petition and affidavit, that Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to sell, all jewelry and paintings at public auction for the best price obtainable, and to sell at either public or private sale for the best price obtainable the following:

Filed March 10, 1943.

3 shares no par, The Annapolis Dairy Products Co. Common
14 shares par 10, County Trust Company of Maryland
$1,539.20 Certificate of Beneficial Interest City Certificates Corporation.

AND IT IS FURTHER ORDERED, that said Executor be and it is hereby authorized to execute such assignments, transfers and/or powers of attorney as may be necessary to effect said sale.

Philip B. Melvin
Judge

1 lo.

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	CIRCUIT COURT

.....

Petition

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased,	:	FOR
	:	ANNE ARUNDEL COUNTY
- vs -	:	
GRACE HART, et al.	:	No. 7782 - In Equity.

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor under the Last Will and Testament of Walter H. Hart, deceased, respectfully represents unto your Honor:

1. That it has been administering the Estate of Walter H. Hart under the jurisdiction of this Honorable Court, this Court having assumed jurisdiction by its Order dated November 9, 1939.

2. That your petitioner was authorized and directed by an Order of this Honorable Court passed in the above entitled cause on or about March 10, 1943, to sell a Certificate of Beneficial Interest of the City Certificates Corporation in the face amount of $1,539.20.

3. That in addition to the above mentioned certificate of $1,539.20 this Estate was entitled to receive an additional certificate in the face amount of $95.00 which together aggregated $1,634.20, and under a plan of liquidation of the City Certificates Corporation, have now been exchanged for 49 shares par 10, Union Trust Company of Maryland and cash in the amount of $29.45.

4. That your petitioner believes it would be advantageous to the Estate to sell at this time the above mentioned stock.

WHEREFORE, your petitioner prays this Honorable Court to pass an Order authorizing and directing it to sell at either public or private sale for the best price obtainable, 49 shares Union Trust Company of Maryland Stock.

AND your petitioner, etc.

Mercantile Trust Company of Baltimore,
Executor

By J. E. Freeburger
Asst. Trust Officer

Venable, Baetjer & Howard
Solicitors

Filed May 14, 1943

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STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I hereby certify that on this 12th day of May, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Gordon E. Kellenberger, Assistant Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

A. DiPaula
Notary Public

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	CIRCUIT COURT
	.....	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased,	:	FOR
	:	ANNE ARUNDEL COUNTY
- vs -	:	
GRACE HART, et al.	:	No. 7782 - In Equity.
	.....	

ORDERED by the Circuit Court for Anne Arundel County, in equity, this 21st day of May, 1943, upon the aforegoing petition and affidavit, that Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to sell at either public or private sale for the best price obtainable the following:

Filed May 21, 1943

49 shares par 10, Union Trust Company of Maryland

And it is FURTHER ORDERED that said Executor be and it is hereby authorized to execute such assignments, transfers and/or powers of attorney as may be necessary to effect said sale.

Ridgely P. McLain
Judge

LINWOOD L. CLARK, Plaintiff	:	IN THE
	:	CIRCUIT COURT
- vs -	:	FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.	:	No. 7782 - In Equity
	:	

.....

PETITION

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,	:
	:
- vs -	:
GRACE HART, et al.	:

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

That this Reportant has sold at private sale the following described pieces or parcels of ground and the improvements thereon, thus described -

Filed May 14, 1943

1. All that lot or parcel of ground in Wardour, Anne Arundel County, Md. sold to Albert F. Cranford, at and for the price of $4250., of which $500. has heretofore been paid and the balance of $3750. is to be paid in cash within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lot being thus described:

> BEING that lot or parcel of ground in Wardour, Anne Arundel County, Maryland, designated on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lot No. 1; the improvements whereon are known as No. 202 Claude Street, fronting approximately 60 feet on Claude Street with an irregular rectangular depth of approximately 169 feet.

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BEING one of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

2. All that lot or parcel of ground in Wardour, Anne Arundel County, Md. sold to Florence A. Reich at and for the price of $3800., of which $500. has heretofore been paid and the balance of $3300. is to be paid within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lot being thus described:

BEING that lot or parcel of ground in Wardour, Anne Arundel County, Md., described on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lot No. 2; the improvements whereon are known as No. 204 Claude Street, fronting approximately 60 feet on Claude Street with an irregular rectangular depth of approximately 169 feet.

BEING one of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

3. All that lot or parcel of ground in Wardour, Anne Arundel County, Md. sold to Lloyd L. Steuart at and for the price of $4,000., of which $500. has heretofore been paid and the balance of $3500. is to be paid within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lot being thus described:

BEING that lot or parcel of ground in Wardour, Anne Arundel County, Md., designated on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lot No. 4; the improvements whereon are known as No. 208 Claude Street, fronting approximately 59 feet on Claude Street with an irregular rectangular depth of approximately 172 feet.

BEING one of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

4. Allthose six lots or parcels of ground in Wardour, Anne Arundel County, Md. sold to Wilbur T. Shawn and Naomi E. Shawn, his wife, at and for the price of $18,600., of which $1,000. has heretofore been paid and the balance of $17,600. is to be paid within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said several lots being thus described:

> BEING those six lots or parcels of ground in Wardour, Anne Arundel County, Md. described on a revised layout of Lots 14 to 20, inclusive, of Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lots Nos. 5, 6, 7, 8, 9 & 10; the improvements whereon are respectively known as Nos. 210, 212, 214, 216, 218 & 220 Claude Street, said lots fronting respectively approximately 63 feet, 63 feet, 60 feet, 61 feet, 57 feet and 58 feet on Claude Street, with respective irregular rectangular depths of approximately 188 feet, 204 feet, 222 feet, 226 feet, 225 feet & 223 feet.
>
> BEING six of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

5. All those three unimproved lots or parcels of ground in Wardour, Anne Arundel County, Md. sold to R. Thornton Strange at and for the price of $1600., of which $500. has been paid on account and the balance of $1100. is to be paid within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lots being thus described:

> BEING those three lots or parcels of ground in Wardour, Anne Arundel County, Md., designated on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lots Nos. 16, 17 & 18; the first of which fronts 60 feet on Claude Street with an irregular rectangular depth of 159 feet, being Lot No. 16; the second of which, being Lot No. 17, fronts approximately 31 feet on Claude street where it then follows the cord of an arc into Scott Drive, said arc being shown on said plat as 48.33 feet with a radius of 30 feet 8 inches, and thence binding on Scott Drive approximately 126 feet, and thence binding on the southerly outline of Lot No. 18 along the north 56 degree 17 minute 30 seconds' line of said Lot 83 feet 5 inches, with an irregular depth rectangularly on the remaining line of 159 feet; and the third of which, being Lot No.

18, fronts 100 feet on Scott Drive with an irregular rectangular depth of approximately 134 feet to intersect a line which would intersect the northeast outline of Lot No. 16 if continued.

BEING three of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30.

6. All those three unimproved lots or parcels of ground in Wardour, Anne Arundel County, Md. sold to R. Thornton Strange at and for the price of $1500., of which $500. has been paid prior hereto and the balance of $1,000. is to be paid in thirty days from the date of the ratification of said sale by this Honorable Court; said lots being thus described:

BEING those three lots or parcels of ground in Wardour, Anne Arundel County, Md., designated on a revised layout of Lots 14 to 20, inclusive, on Plat No. 2 of Wardour, dated October 1942 and recorded among the Land Records of Anne Arundel County prior hereto as Lots Nos. 13, 14 & 15; each of said lots fronting 60 feet on Claude Street with the following irregular rectangular depths: Lot 13 approximately 218 feet; Lot 14 approximately 216 feet; and Lot 15 approximately 215 feet.

BEING three of the parcels conveyed by Charles F. Lee, et al., to Walter H. Hart by deed dated December 3, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 30; said sale of the three unimproved lots or parcels of ground herein described and mentioned being subject to a commission of five per cent or $75.00, payable to Carl S. Thomas, real estate broker of Annapolis, Md.

7. All thatlot or parcel of ground situate in Eastport, Anne Arundel County, Md. sold to James Green at and for the price of $3,000., of which $500. has been paid prior to the signing hereof and the balance of $2500. is to be paid within thirty days from the date of the ratification of said sale by this Honorable Court; said lot being thus described:

BEGINNING for the same 165.5 feet from the intersection formed by the southwest side of Second Street and the southeast side of Severn Avenue and running thence in a northeasterly direction binding on the southeast side of Severn Avenue 45 feet, thence south 30 degrees east 93 feet 1 inch, thence south 60 degrees west 45 feet, thence north 30 degrees west 93 feet 1 inch to the place of beginning, improved by a double house known as 211 & 209 Severn Avenue.

BEING the same parcel of ground shown on a plat made by J. R. McCrone, Jr. designated Subdivision Part of Lot 87 John Duvall's Plat of Eastport, Houses 207, 209 & 211 Severn Avenue for Hart Estate, dated February 1943.

AND BEING ALSO a part of the same parcel of ground described in a deed from William T. Legg and Annie W. Legg, his wife, to Walter H. Hart, dated August 1, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 89, folio 278.

8. All those several lots or parcels of ground in Annapolis, Anne Arundel County, Md. sold to Harry Wollman at and for the price of $20,400., of which $1,000. has heretofore been paid and the balance of $19,400. is to be paid in cash within thirty days from the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lots being thus described:

BEING all of those lots or parcels of ground numbered 19 to 45, inclusive, on a plat filed herewith as part hereof known as Subdivision of Dean Street, prepared for Hart Estate, made by J. R. McCrone, Jr. and dated February 1943. For title see the following two deeds: deed from Harry J. Hopkins and wife to Walter H. Hart dated November 15, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, folio 339; and deed from Walter H. Robeck, et al., to Walter H. Hart dated April 1, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 12, folio 296; subject to the restrictions set forth in a deed from Harry J. Hopkins, et al., to James J. Stehle dated March 27, 1914 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 100, folio 353, subject to a commission of five per cent or $1,020.00, payable to Carl S. Thomas, real estate broker, Annapolis, Md.

9. All that lot or parcel of ground on Spa Creek in Eastport, Anne Arundel County, Md., known as Ten Oaks, as outlined in red on the blueprint attached to the contract of sale thereof, which said contract, blueprint and a plat showing easement or right-of-way of the State Roads Commission are attached hereto as part hereof; said plat being dated April 1942 and said blueprint being dated July 1941; said parcel containing approximately 2.63 acres, sold unto Earle Lipchin at and for the price of $10,300., of which $1,000. has been paid on account and the balance of $9,300. is to be paid within thirty days from the ratification of said sale by this Honorable Court.

10. All that lot or parcel of ground in Eastport, Anne Arundel County, Md. sold to Sadie E. Tucker and William E. Tucker,

her husband, at and for the price of $350., of which $50. has been paid on account and the balance of $300. is payable within thirty days from the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lot being thus described:

> A lot on the east side of Burnside Street lying immediately north of the lot of the said Sadie and William Tucker, fronting approximately 50 feet on Burnside St. with an approximate depth of 150 feet; the exact dimensions of said lot not being known.

And this Reportant further says that all of said sales were fairly made and in the opinion of this Reportant for the best prices obtainable for said several properties and all of which said sales have been approved by all interested parties.

WHEREFORE, your Reportant prays this Honorable Court to ratify and affirm said sales.

MERCANTILE TRUST COMPANY OF BALTIMORE,
By G. E. Kellenberger
Assistant Trust Officer

Venable, Baetjer & Howard
Solicitors

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 13th day of May, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon Kellenberger, Assistant Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true, and that the sales therein reported were fairly made.

WITNESS my hand and Notarial Seal.

A. DiPaula

Notary Public.

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 496

This Agreement, Made this 30th day of April, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and Albert F. Cranford

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ Anne Arundel County, Maryland, known as #202 Claude Street, Wardour, Anne Arundel County, Maryland.

at and for the sum of Four Thousand Two Hundred and Fifty----------Dollars ($4,250.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

By S. E. Freeburger and TRUST OFFICER

Test: Dorothy S. Mitchell Albert F. Cranford (SEAL)

(SEAL)

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CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 497

This Agreement,

Made this 1st day of ~~April~~ May, 1943, between

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and Florence A. Reich

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City~~ ~~Anne Arundel County~~, known as Anne Arundel County, Maryland, and known as 204 Claude Street, Wardour, Anne Arundel County, Maryland,

at and for the sum of Three Thousand Eight Hundred---------- Dollars ($ 3,800.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

By: TRUST OFFICER

Test: Florence A. Reich (SEAL)

(SEAL)

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CONTRACT OF SALE—FEE SIMPLE LIBER 73 PAGE 498

This Agreement, Made this 6th day of May, 19 43,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased. (hereinafter called "Vendor"),

and Lloyd Steuart

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate ~~in Baltimore City, known as~~ in Anne Arundel County, Maryland, and known as 208 Claude St. West Annapolis, Maryland.,

at and for the sum of Four thousand .. .. Dollars

($ 4000.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent and ~~insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness, the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

By J. E. Kessenburger, Asst. TRUST OFFICER

Test: Dorothy H. Mitchell Lloyd L. Steuart. (SEAL)

(SEAL)

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CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 499

This Agreement,

Made this 22 day of April, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and Wilbur T. Shawn

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ Anne Arundel County, Maryland, and known as 210, 212, 214, 216, 218 and 220 Claude Street, Wardour, Anne Arundel County, Maryland,

at and for the sum of Eighteen Thousand and Six Hundred----------Dollars ($18,600.00), payable as follows:

$ 1,000.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland,

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest:

MERCANTILE TRUST COMPANY OF BALTIMORE,

By S. E. Greenberg and TRUST OFFICER

Test: Thomas R. Ross Wilbur T. Shawn (SEAL)

Thomas R. Ross Naomi E. Shawn (SEAL)

MAY 10. 1934

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CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 500

This Agreement, Made this 7th day of May, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart deceased. (hereinafter called "Vendor"),

and R. Thorton Strange

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, ~~[illegible]~~ in Anne Arundel County, Maryland, and known as Lots 16, 17 and 18 Claude St., West Annapolis, Maryland.

at and for the sum of Sixteen hundred .. .. Dollars

($ 1,600.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent and ~~[illegible]~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: H. S. Keyser, ASSISTANT SECRETARY

MERCANTILE TRUST COMPANY OF BALTIMORE,

By S. E. Kellenberger, Asst. TRUST OFFICER

Test: (SEAL)

Carl S. Thomas

R. Thornton Strange (SEAL)

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CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 501

This Agreement, Made this 7th day of May, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and R. Thornton Strange

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ the 2nd election district of A. A. Co., Md. and more particularly being lots #13,14 and 15 as shown on the attached plat, by J.R.McCrone, Jr. October 1942

at and for the sum of Fifteen hundred and no/100 Dollars

($ 1500.-), payable as follows:

$ 500.- at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland

Rent, taxes, special paving tax, water rent and insurance to be adjusted and apportioned to the date of final settlement

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: N. S. Layser
ASSISTANT SECRETARY

MERCANTILE TRUST COMPANY OF BALTIMORE,
By J. E. Kellenberger, Asst. TRUST OFFICER

Test: (SEAL)

Carl S. Thomas R. Thornton Strange (SEAL)

MERCANTILE TRUST ORGANIZED MAY 10 1884 OF BALTIMORE

20

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 502

This Agreement, Made this 6th day of May, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, Deceased. (hereinafter called "Vendor"),

and James Green

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City known as~~ Anne Arundel County, Maryland, and known as 209 and 211 Severn Ave. Eastport, Maryland.

at and for the sum of Three thousand .. .. Dollars

($ 3000.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance to~~ be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: H. S. Keyser Jr.

MERCANTILE TRUST COMPANY OF BALTIMORE,

By S. E. Kellenberger asst. TRUST OFFICER

Test: Dorothy H. Mitchell James Green (SEAL)

(SEAL)

21

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 503

This Agreement,

Made this 22nd day of April, 1943, between

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and Harry Wollman

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate ~~in Baltimore City, known as~~ # 19 to 45 inclusive, Dean St., Annapolis, Maryland as shown on the attached plat made Feb. 1943 by J.R. McCrone, Jr.,

at and for the sum of Twenty thousand, four hundred and 00/100 Dollars ($ 20,400.00), payable as follows:

$ 1,000.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, ~~special paving tax~~, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

By J. E. Kellenberger Asst TRUST OFFICER

ASSISTANT SECRETARY

Test: Carl S. Thomas Harry Wollman (SEAL)

(SEAL)

22

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 504

This Agreement, Made this 6th day of May, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased. (hereinafter called "Vendor"),

and Sadie and William Tucker

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ Anne Arundel County, Maryland, and known as Lot on Burnside St., Eastport, Md. being situated next to property owned by the Vendee,

at and for the sum of Three hundred and fifty .. .. Dollars

($ 350.00), payable as follows:

$ 50.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent and ~~insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel Couhty, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

N. S. Layton By G. E. Kellenberger, asst TRUST OFFICER

Test: Dorothy H. Mitchell Sadie E. Tucker (SEAL)

Dorothy H. Mitchell William E. Tucker (SEAL)

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CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 505

This Agreement, Made this 22nd day of April, 19 43,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and Earle Lipchin

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate ~~in Baltimore City or improvements~~

on Spa Creek in Eastport, Anne Arundel County, Md. known as "Ten Oaks" as outlined in red on the attached blue print of a re-survey made by J. R. McCrone Jr. in July 1941, subject however to the easement or right of the State Roads Commission to create use & maintain necessary drainage structures, slopes etc. on that part of the land shaded in blue on the attached Plat by J. R. McCrone, Jr. dated April, 1942.

E.L.

at and for the sum of Ten thousand, three hundred and 00/100 Dollars ($ 10,300.00), payable as follows:

$1,000.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: ..... (SEAL)

Attest: [signature] ASSISTANT SECRETARY

MERCANTILE TRUST COMPANY OF BALTIMORE,

By [signature] and TRUST OFFICER

Test: Carl S. Thomas

Earle Lipchin (SEAL)

Linwood L. Clark, Plaintiff,

Vs

Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, et al.

Petition

Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased

Vs.

Grace Hart, et al

Order Nisi

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Ordered, this 14th day of May, 1943, That the private sale of the property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Trustees, Executor of the estate of Walter H. Hart, deceased

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of June next.

The report states that the amount of sales to be $ 67,800.00

John H. Hopkins, 3rd. Clerk.

Filed May 14, 1943

ORDER NISI

In The Circuit Court For
Anne Arundel County
No. 7782 Equity

Linwood L. Clark, Plaintiff
versus
Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al
Petition
Mercantile Trust Company of Baltimore Executor of the Estate of Walter H. Hart, deceased,
versus
Grace Hart, et al

Ordered this 14th day of May, 1943, that the private sale of the property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Executor, of the Estate of Walter H. Hart, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

15TH 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 15th day of June next.

The report states that the amount of sales to be $67,800.

JOHN H. HOPKINS, 3rd. Clerk.

True Copy.

Test: JOHN H. HOPKINS, 3rd. Clerk.

Filed June 17, 1943

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 9, 1943

We hereby certify, that the annexed Order Nisi Public Sale Equity 7782

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 15th day of June, 1943 The first insertion being made the 15th day of May, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Mary M. Gilmore

26

No. E. C. 7219

TEST: _____ Clerk.

(Final Order)

_____

versus

_____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 23rd day of June, 1943 that the private sale made and reported by the ~~Trustee~~ Executor 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~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Filed June 23, 1943

Ralph P. Melvin
C.C.

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LINWOOD L. CLARK,	:	IN THE CIRCUIT COURT
Plaintiff,	:	FOR ANNE ARUNDEL COUNTY
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	No. 7782 - In Equity

.....

Petition

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,

- vs -

GRACE HART, et al.

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows -

1. That your petitioner now has on hand, in cash, surplus funds amounting to seventy-five thousand dollars.

2. That your petitioner has been requested by the parties entitled to the estate and property of said decedent to make distribution of said funds by the payment of fifty per cent or thirty-seven thousand five hundred dollars thereof to The Salvation Army; twenty-five per cent or eighteen thousand seven hundred and fifty dollars to Eugene P. Childs and William J. McWilliams, Administrators c.t.a. of the estate of Constance Hart Harrison; and the remaining twenty-five per cent or eighteen thousand seven hundred and fifty dollars to Grace Hart.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing it to make such distribution.

AND your petitioner, etc.

Filed June 2, 1943

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Venable, Baetjer & Howard

MERCANTILE TRUST COMPANY OF BALTIMORE,
By G. E. Kellenberger
Assistant Trust Officer.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 29th day of May, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon Kellenberger, Assistant Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Charles S. Schanze
Notary Public.

LINWOOD L. CLARK, Plaintiff,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
- vs-	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	No. 7782 - In Equity

.....

Petition

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,

- vs -

GRACE HART, et al.

.....

ORDERED by the Circuit Court for Anne Arundel County, In Equity, this 3d day of June, 1943, that Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be and it is hereby empowered to make distribution of the surplus funds now in its hands in the amount of seventy-five thousand dollars, as follows -

Filed June 3, 1943.

1. Fifty per cent or thirty-seven thousand five hundred dollars thereof unto The Salvation Army, a body corporate of the State of Georgia.

2. Twenty-five per cent or eighteen thousand seven hundred and fifty dollars thereof unto Eugene P. Childs and William J. McWilliams, Administrators c.t.a. of the estate of Constance Hart Harrison, deceased.

3. Twenty-five per cent or eighteen thousand seven hundred and fifty dollars thereof unto Grace Hart.

Rizzly A. Melvin
JUDGE.

LIBER 73 PAGE 511

Linwood L. Clark	)	No. 7782 Equity.
	(	
vs.	)	In the Circuit Court
	(	for
Mercantile Trust Company, Executor, et al	)	Anne Arundel County.

The petition of Albert F. Cranford, respectfully states.

That he contracted to purchase Lot number One (1) designated on a revised layout of lots 14 to 20 inclusive on Plat Two (2) of Wardour recorded among the land records in Plat Cabinet 2 Rod E 3 plat number 11, the improvements thereon being known as 202 Claude Street, and requests the Court that he and his wife, Alva L. Cranford, be substituted in the place and stead of Albert F. Cranford as purchasers of said property, as they desire to hold this property as tenants by the entireties.

Filed June 16, 1943

Respectfully submitted.

Albert F. Cranford

Albert F. Cranford, Purchaser.

Ordered on the aforegoing petition, this 23d day of June in the year 1943, that Albert F. Cranford and Alva L. Cranford, his wife, be and they are hereby substituted as purchasers of the above described property in the place and stead of the said Albert F. Cranford.

Filed June 23, 1943

Ridgely Malone C.J.

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LINWOOD L. CLARK,	:	IN THE CIRCUIT COURT
Plaintiff,	:	
		FOR ANNE ARUNDEL COUNTY
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.	:	No. 7782 - In Equity

.....

Petition

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,

- vs -

GRACE HART, et al.

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows:

Filed June 18, 1943

That this Reportant has sold at private sale the following-described pieces or parcels of ground and the improvements thereon, thus described:

1. All that lot or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, sold to James E. Emerick at and for the price of $4,000.00, of which $500.00 has heretofore been paid, and the balance of $3500.00 is to be paid in cash within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lot being thus described:

> A lot of ground fronting 22 feet on Charles St. with an even rectangular depth of approximately 68 feet, improved by a two and a half story house known as No. 123 Charles St., said lot being shown on a plat marked Subdivision of Property on South Street, Charles Street and King Charles Place by Mercantile Trust Company, Trustees W.H.Hart Estate, Annapolis, Maryland, and dated November 1940, as amended May 14, 1943 by J. R. McCrone, Jr., Civil Engineer &Surveyor, which said original and amended plats have heretofore

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been recorded among the Land Records of Anne Arundel County.

2. All those two lots or parcels of ground in the City of Annapolis, Maryland, sold to Stanley J. Reynolds at and for the price of $5700.00, of which $500.00 has heretofore been paid, and the balance of $5200.00 is to be paid within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lots being thus described -

> All those two lots of ground fronting 22.9 feet and 22.3 feet, respectively, on the center line of King Charles Place, the first of which has an even rectangular depth of 70 feet 3 inches and the second of which has an even rectangular depth to the extent of 55 feet 8 inches, and then for the remaining 15 feet 5 inches narrows to the rear line of said lot which is 19 feet 3 inches; the improvement thereon is a double house known as Nos. 1 & 3 King Charles Place, as shown on a plat marked Subdivision of Property on South Street, Charles Street and King Charles Place by Mercantile Trust Company, Trustees W. H. Hart Estate, Annapolis, Maryland, and dated November 1940, as amended May 14, 1943, by J. R. McCrone, Jr., Civil Engineer & Surveyor, which said original and amended plats have heretofore been recorded among the Land Records of Anne Arundel County.

3. All those lots or parcels of ground in the City of Annapolis, Anne Arundel County, Maryland, sold to Philip Van Horn Weems and Margaret Thackray Weems, his wife, at and for the price of $3500.00, subject to a commission of five per cent payable to F. E. Voges, Real Estate Broker, Annapolis, Maryland, of which $500.00 has heretofore been paid and the balance of $3,000.00 is to be paid within thirty days from the date of the ratification of said sale by this Honorable Court; all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lots being thus described:

> (a) A lot of the following dimensions beginning at a point in the center line of King Charles Place and thence running in a northeasterly direction 65.5 feet, thence 63.49 feet to a point 26.5 feet to the corner of a fence 52.9 feet to the center line of King Charles Place, thence 25 feet to the point of beginning; improved by six garages.

(b) A lot beginning at the corner of the fence in the above referred to description and thence proceeding in a southerly direction 45 feet, thence in a westerly direction 50.44 feet, thence in a northerly direction 45 feet binding on the east side of South Street, thence in an easterly direction 50.44 feet to the place of beginning; improved by eight garages.

(c) A lot fronting 22 feet on the east side of South Street binding on the second line of the lot secondly described and reversing said second line and running east 50.44 feet, thence 26.8 feet, thence westerly 35 feet to the east side of South Street, thence 22 feet binding on the east side of South Street to the place of beginning; improved by two garages and shed.

(d) A lot of ground fronting 40.65 feet on the east side of South Street at the point where the third line of the description immediately preceding this description intersects the east side of South Street and running thence easterly and reversing said line 35 feet thence southerly 40.65 feet, thence southwesterly 23.5 feet, thence northwesterly 25.5 feet to the east side of South Street and thence 40.65 feet binding onthe east side of South Street to the place of beginning; improved by four garages and a shed.

(e) One rectangular lot fronting 28.8 feet on South Street with an approximately even rectangular depth of 45 feet; improved by three garages with a second floor loft and frame shed.

(f) One irregular lot adjacent to No. 7 King Charles Place, fronting 39.2 feet on the center line of King Charles Place. Beginning for the same at the northwest corner of Lot No. 7 King Charles Place and running in a northwesterly direction and binding onthe center line of King Charles Place 39.2 feet, thence in a southwesterly direction 18.9 feet, thence in a southerly direction 40.65 feet, thence in a southwesterly direction 23.5 feet, thence in a southeasterly direction 9.5 feet, thence in a northeasterly direction 70.9 feet to the place of beginning; said lot being unimproved.

All of said several lots lie northwest of Lots Nos. 7 & 8 King Charles Place as shown on a plat marked Subdivision of Property on South Street, Charles Street and King Charles Place by MercantileTrust Company, Trustees W. H. Hart Estate, Annapolis, Maryland, and dated November 1940, as amended May 14, 1943, by J. R. McCrone, Jr., Civil Engineer & Surveyor, which said original and amended plats have heretofore been recorded among the Land Records of Anne Arundel County.

That this Reportant further says that all of said sales were fairly made and in the opinion of this Reportant for the best prices obtainable for said several properties and all of which sales have been approved by all interested parties.

WHEREFORE, your Reportant prays this HonorableCourt to

ratify and confirm said sales.

MERCANTILE TRUST COMPANY OF BALTIMORE,

By G. E. Kellenberger

Assistant Trust Officer.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 18 day of June, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon Kellenberger, and made oath in due form of law that the sales herein reported were fairly made.

WITNESS my hand and Notarial Seal.

A. Di Paula

Notary Public.

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 516

This Agreement, Made this 17th day of May, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and James E. Emerick

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ Anne Arundel County, Maryland, and known as 123 Charles Street, Annapolis, Maryland,

at and for the sum of Four Thousand---------- Dollars

($ 4,000.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: H. D. Keyser

MERCANTILE TRUST COMPANY OF BALTIMORE,

By S. E. Fellenberger asst. TRUST OFFICER

Test: Dorothy H. Mitchell

James E. Emerick (SEAL)

(SEAL)

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CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 517

This Agreement, Made this 17th day of May, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and Stanley J. Reynolds

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ the City of Annapolis, Anne Arundel County, Maryland, and known as Nos. 1 and 3 King Charles Place as shown on Plat of amended subdivision of property on SouthSt., Charles St. and King Charles Place

at and for the sum of Five Thousand Seven Hundred----------Dollars

($5,700.00), payable as follows:

$500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days after the date of ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

By S. E. Kellenberger, asst TRUST OFFICER

asst secretary

Test: Dorothy H. Mitchell Stanley J. Reynolds (SEAL)

(SEAL)

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CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 518

This Agreement, Made this 17th. day of May, 19 43,

between

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and Philip Van Horn Weems and Margaret Thackray Weems

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~

The City of Annapolis, Anne Arundel County, Maryland, as shown on an amended subdivision dated May 14, 1943 of property on South St., Charles St. and King Charles Place:

One rectangular shaped lot fronting forty-five feet on South Street with a depth of 50.44 feet - improved by eight garages

---

One irregular shaped lot fronting twenty-two feet on South Street - improved by two garages and a shed

---

One irregular shaped lot fronting 40.65 feet on South Street - improved by four garages and a small shed

---

One rectangular shaped lot fronting 28.8 feet on South Street - improved by three garages with a loft on second floor, and one frame shed

---

One irregular shaped lot adjacent to No. 8 King Charles Place - improved by six garages

---

One irregular shaped lot adjacent to No. 7 King Charles Place - unimproved.

---

at and for the sum of Three Thousand Five Hundred----------Dollars

($ 3,500.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the Circuit Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: N. S. Leyser
ASSISTANT SECRETARY

MERCANTILE TRUST COMPANY OF BALTIMORE,
By G. E. Kellenberger asst TRUST OFFICER

Test: Helen V. Konstant — Philip Van Horn Weems (SEAL) P.V.H.W.
per M.T. Weems atty

Helen V. Konstant — Margaret Thackray Weems (SEAL) M.T.W.

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LIBER 73 PAGE 520

Order Nisi

Linwood L. Clark
vs.
Mercantile Trust Company of Baltimore, Executor Walter H. Hart, deceased, et al.
Petition
~~versus~~
Mercantile Trust Company of Baltimore Executor of the Estate of Walter H. Hart, deceased
vs.
Grace Hart, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Ordered, this 18th day of June, 1943, That the private sale of the property mentioned in these proceedings made and reported by the Mercantile Trust Company of Baltimore ~~Trustee~~ Executor of the Estate of Walter H. Hart, deceased

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of July next.

The report states that the amount of sales to be $13,200.00

John H. Hopkins, 3rd. Clerk.

True Copy,

Filed June 18, 1943

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ORDER NISI

In The Circuit Court For
Anne Arundel County
No. 7782 Equity

Linwood L. Clark
vs.
Mercantile Trust Company of Baltimore
Executor Walter H. Hart, deceased, et al
Petition
Mercantile Trust Company of Baltimore
Executor of the Estate of
Walter H. Hart, deceased
vs.
Grace Hart, et al

Ordered, this 18th day of June, 1943, that the private sales of the property mentioned in these proceedings made and reported by the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

20TH 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 20th day of July next.

The report states that the amount of sales to be $13,200.

JOHN H. HOPKINS, 3rd, Clerk

True Copy, Test:

JOHN H. HOPKINS, 3rd, Clerk
jy-2

Filed Dec. 31, 1944

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1943

We hereby certify, that the annexed

Order Nisi - Private Sales
Equity 7782
Linwood L. Clark

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of July, 1943. The first insertion being made the 19th day of June, 1943

THE CAPITAL-GAZETTE PRESS, INC.

By Blanche L. Bryan

No. E. C. 8489

35

(Final Order)

LIBER 73 PAGE 521

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

Term, 19

Filed Dec. 21, 1944

ORDERED BY THE COURT, This 21st day of December, 1944 that the sale made and reported by the ~~Trustee~~ Executor 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~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely B. Melvin
C.J.

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LINWOOD L. CLARK	*	IN THE
	*	CIRCUIT COURT
Vs	*	FOR
	*	ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY, Executor, et al.	*	#7782 Equity
	*	
	*	

* * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Earle Lipchin respectfully represents unto your Honors:

1. That he purchased from the Mercantile Trust Company, Executor, etc., all that lot or parcel of ground on Spa Creek near the Village of Eastport known as "Ten Oaks" more particularly described in a contract of sale filed in these proceedings, which said contract of sale also described the terms of sale.

Filed July 13, 1943.

2. That said sale was reported to this Honorable Court and final Order of Ratification passed on June 23, 1943.

3. That your Petitioner and his wife, Mary Lipchin, desire to hold said property as tenants by the entireties and have requested Mercantile Trust Company, Executor, etc., et al. to convey said property to them as tenants by the entireties; that said Executor in reporting said sale reported the same as having been sold to your Petitioner, Earle Lipchin.

4. That your Petitioner desires to have himself and his wife substituted as purchasers of said property in the place and stead of Earle Lipchin individually.

WHEREFORE, may it please this Honorable Court to pass an Order substituting your Petitioner and his wife as purchasers in the place and stead of the Petitioner.

AND as in duty bound, etc.

Earle Lipchin
Petitioner

William J. McSherry
Solicitor for Petitioner

ORDER

Upon the foregoing Petition it is this 13th day of July, 1943, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Earle Lipchin and Mary Lipchin, his wife, be and they are hereby substituted as purchasers of the property herein mentioned in the place and stead of Earle Lipchin.

Filed July 13, 1943

Philip L. Melvin
Chief Judge

LINWOOD L. CLARK,	:	No. 7782 Equity.
Plaintiff,	:	In the
- vs -	:	Circuit Court
	:	for
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.	:	Anne Arundel County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

And now comes James E. Emerick, purchaser, and Stanley J. Reynolds, purchaser, and excepts to the ratification of the sale of the property made to them by the Mercantile Trust Company of Baltimore, Executor, and reported to this Honorable Court under date of June 18, 1943, for the following reasons:

Filed July 19, 1943

(1). That the Executor, Mercantile Trust Company of Baltimore, has heretofore, by deed dated April 22, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 221 folio 511, conveyed to Philip V. H. Weems, Jr, the tract of land, with improvements thereon, located on the Northwest side of Charles Street, in the City of Annapolis, and described as being "the same property which was conveyed by Beatrice Wells, et al, to Walter H. Hart, by deed dated October 8, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 33 folio 67." Later the said Weems conveyed the identical property to Stanley J. Reynolds, by deed dated November 15, 1941, and recorded among the aforesaid Land Records in Liber J.H.H. No. 250 folio 13, and gave to the said Weems a purchase money mortgage, dated November 15, 1941, and recorded among said Land Records in Liber J.H.H. No. 250 folio 14, which conveyed the identical property. This mortgage is unreleased as of record, and recently the family of the said Philip V.H.Weems have been notified that the holder of this mortgage, while serving in the Armed Forces of the United States, was killed in action.

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The properties reported sold to James E. Emerick and Stanley J. Reynolds are part of the property which was conveyed to Walter H. Hart by Beatrice Wells, et al, as aforesaid, thus the title to said lots at present is not good and marketable.

(2) And for other reasons to be made known at the hearing.

Respectfully submitted,

Attorney for James E. Emerick
and Stanley J. Reynolds.

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
VS.	:	OF
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, EXECUTOR ETC.	:	ANNE ARUNDEL COUNTY NO. 7782 Equity

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor under the Last Will and Testament of Walter H. Hart, deceased, respectfully represents unto your Honor:

1. That it has been administering the Estate of Walter H. Hart under the jurisdiction of this Honorable Court, this Court having assumed jurisdiction by its order dated November 9, 1939.

2. That attached hereto, and prayed to be taken as part hereof, is a report wherein your petitioner charges itself with the amount of personal estate retained in accordance with the last Auditor's Account filed, with the proceeds of real estate sold after ratification by this Honorable Court, with collections made subsequent to the Auditor's Account, and credits itself with its costs and disbursements, with certain distributions paid in accordance with a decree of this Honorable Court, and with the balance of personal estate in its possession.

Filed Sept 8, 1943

WHEREFORE, your petitioner respectfully prays that the papers in this case be referred to an Auditor to state an account.

Mercantile Trust Company of Baltimore

By G. E. Kellenberger
Assistant Trust Officer
Executor Estate of Walter H. Hart

Venable, Baetjer & Howard
Solicitors for Petitioner

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 26th day of August, 1943 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared G. E. Kellenberger, Asst. Trust Officer of Mercantile Trust Company of Baltimore and made oath in due form of law that the matters and facts stated in the foregoing Petition are true as therein set forth, to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

A. DiPaula
Notary Public

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
VS.	:	OF
MERCANTILE TRUST COMPANY OF BALTIMORE, a body corporate, EXECUTOR OF THE ESTATE OF WALTER H. HART,	:	ANNE ARUNDEL COUNTY No. 7782 Equity
	:	

Filed Sept 10, 1943

.....

ORDERED by the Circuit Court of Anne Arundel County, this 10th day of September, 1943, that the papers in the above entitled cause be and they are hereby referred to one of the Auditors of this Court for the stating of an account.

Ridgely P. Melvin
JUDGE

LINWOOD L. CLARK	:	IN THE CIRCUIT COURT
VS.	:	OF
MERCANTILE TRUST COMPANY OF BALTIMORE, A BODY CORPORATE, EXECUTOR, ETC.	:	ANNE ARUNDEL COUNTY
	:	NO. 7782 EQUITY

.....

The Fifth Account of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased.

This accountant charges itself with the amount of personal property and estate retained by it in accordance with Auditor's Account ratified	$ 39,917.93	
Less: Loss from the Inventory on the sale of 14 shs. County Trust Co. of Md.	.27	$ 39,917.66
And with the gain over the Inventory on 49 shs. Union Trust Co. of Md. sold		39.27
And with the proceeds of sales of the following real estate per Reports of Sales ratified:		
78 Charles St., Annapolis, Md.	1,000.00	
21 East St., Annapolis, Md.	3,350.00	
54, 56, 58 Cornhill St., Annapolis, Md.	4,000.00	
206 Claude St., Hardour, Md.	4,250.00	
222 Claude St., Hardour, Md.	4,500.00	
224 Claude St., Hardour, Md.	4,500.00	
79/81 Charles St., Annapolis, Md.	4,500.00	
6, 8, 10, 14 Cheston Ave., Annapolis, Md.	20,000.00	
12 Church Circle, Annapolis, Md.	12,500.00	
125/127 Charles St., Annapolis, Md.	8,250.00	
121 Charles St., Annapolis, Md.	4,250.00	
602 Severn Ave., Eastport, Md.	2,500.00	
Marsh land on First St., formerly part of 81 First St.	1,000.00	
202 Claude St., Hardour, Md.	4,250.00	
210/220 Claude St., Hardour, Md.	18,600.00	
Lots 13 to 18 on Claude St., Hardour, Md. unimproved	3,100.00	
19/45 Dean St., Annapolis, Md.	20,400.00	120,950.00
And with the following collections:		
78 Charles St., 5 mos. rent from 9/11/42 to 2/11/43	75.00	
79 Charles St., 9 mos. rent from 5/29/41 to 2/29/43	267.75	
81 Charles St., 5 mos. rent from 8/24/42 to 2/24/43 $170.50; rent from 2/24/43 to date of sale 13.25	183.75	
121 Charles St., 4 mos. rent from 9/1/42 to 2/1/43	147.00	
123 Charles St., 10 mos. rent from 9/8/42 to 7/25/43	367.50	
125 Charles St., 5 mos. rent from 8/17/42 to 1/17/43	175.00	
127 Charles St., 5 mos. rent from 9/15/42 to 2/15/43	183.75	
1 King Charles Place, 10 mos. rent from 9/1/42 to 7/1/43	317.50	
3 King Charles Place, 10 mos. rent from 8/15/42 to 6/15/43 $317.50; a/c 1 mos. rent from 6/15/43 to 7/15/43 .75	318.25	

Filed Sept 8, 1943

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4 King Charles Place, 10 mos. rent from 9/1/42 to 7/1/43		$ 417.50
5 King Charles Place, 10 mos. rent from 8/1/42 to 6/1/43		342.50
6 King Charles Place, 10 mos. rent from 9/24/42 to 7/24/43		417.50
7 King Charles Place, 10 mos. rent from 9/1/42 to 6/1/43		417.50
8 King Charles Place, 11 mos. rent from 8/15/42 to 7/15/43		459.25
6 Cheston Ave., 7 mos. rent from 8/7/42 to 3/7/43		327.25
8 Cheston Ave., 7 mos. rent from 9/1/42 to 4/1/43		257.25
10 Cheston Ave., 7 mos. rent from 9/6/42 to 4/6/43		280.00
14 Cheston Ave., 8 mos. rent from 9/1/42 to 5/1/43		280.00
219 Hanover St., Admiral Apt. #1, 10 mos. rent from 9/15/42 to 7/15/43		400.00
219 Hanover St., Admiral Apt. #2, 10 mos. rent from 9/1/42 to 7/1/43		500.00
219 Hanover St., Admiral Apt. #3, 10 mos. rent from 9/8/42 to 7/8/43		450.00
219 Hanover St., Admiral Apt. #4, bal. 1 mos. rent to 9/22/42	$ 35.00	
10 mos. rent from 9/22/42 to 7/22/43	400.00	435.00
219 Hanover St., Admiral Apt. #5, 10 mos. rent from 8/28/42 to 6/28/43		350.00
219 Hanover St., Admiral Apt. #7, 10 mos. rent from 9/15/42 to 7/15/43		350.00
219 Hanover St., Admiral Apt. #8, 10 mos. rent from 9/15/42 to 7/15/43		300.00
219 Hanover St., Admiral Apt. #9, 11 mos. rent from 8/22/42 to 7/22/43		490.00
219 Hanover St., Admiral Apt. #10, bal. 1 mos. rent to 10/1/42	$ 35.00	
3 mos. rent from 10/1/42 to 1/1/43	120.00	
rent from 1/1/43 to 1/23/43	30.67	
6 mos. rent from 1/23/43 to 7/23/43	240.00	425.67
21 East St., bal. 1 mos. rent to 8/5/42	13.50	
6 mos. rent from 8/5/42 to 2/5/43	190.50	
a/c 1 mos. rent to 3/5/43	6.00	210.00
306 West St., 11 mos. rent from 8/5/42 to 7/5/43		349.25
308 West St., bal. 1 mos. rent to 9/6/42	$ 15.00	
10 mos. rent from 9/6/42 to 7/6/43	317.50	332.50
310 West St., 11 mos. rent from 8/5/42 to 7/5/43		349.25
312 West St., 11 mos. rent from 7/9/42 to 6/9/43	$349.25	
a/c 1 mos. rent to 7/9/43	1.75	351.00
314 West St., bal. 1 mos. rent to 7/1/42	$ 16.75	
12 mos. rent from 7/1/42 to 7/1/43	381.00	397.75
316 West St., bal. 1 mos. rent to 9/8/42	$ 4.75	
10 mos. rent from 9/8/42 to 7/8/43	317.50	322.25

19 Dean St., 10 mos. rent from 8/15/42 to 6/15/43		$ 217.50
21 Dean St., bal. 1 mos. rent to 9/17/42	10.75	
9 mos. rent from 9/17/42 to 6/17/43	195.75	
a/c 1 mos. rent to 7/17/43	11.00	217.50 ✓
23 Dean St., bal. 1 mos. rent to 9/2/42	21.50	
9 mos. rent from 9/2/42 to 6/2/43	195.75	
a/c 1 mos. rent to 7/2/43	8.00	225.25 ✓
25 Dean St., bal. 1 mos. rent to 8/1/42	12.75	
10 mos. rent from 8/1/42 to 6/1/43	217.50	
a/c 1 mos. rent to 7/1/43	11.00	241.25 ✓
27 Dean St., 10 mos. rent from 9/17/42 to 7/17/43		217.50
29 Dean St., bal. 1 mos. rent to 7/15/42	5.35	
9 mos. rent from 7/15/42 to 4/15/43	195.75	
a/c 1 mos. rent to 5/15/43	16.40	217.50 ✓
31 Dean St., bal. 1 mos. rent to 9/1/42	11.75	
4 mos. rent from 9/1/42 to 1/1/43	87.00	
a/c 1 mos. rent to 2/1/43	6.75	
1 mos. rent from 5/27/43 to 6/27/43	21.75	127.25 ✓
33 Dean St., 6 mos. rent 8/16/42 to 2/16/43	130.50	
2 days rent from 2/16/43 to 2/18/43	1.54	
5 mos. rent from 2/18/43 to 7/18/43	108.75	240.79 ✓
35 Dean St., bal. 1 mos. rent to 9/1/42	13.75	
10 mos. rent from 9/1/42 to 7/1/43	217.50	231.25 ✓
37 Dean St., 10 mos. rent from 8/13/42 to 6/13/43	217.50	
a/c 1 mos. rent to 7/13/43	10.00	227.50 ✓
39 Dean St., bal. 1 mos. rent to 6/23/42	21.50	
1 mos. rent 6/23/42 to 7/23/42	22.50	
5 mos. rent 2/17/43 to 7/17/43	118.75	162.75 ✓
41 Dean St., bal. 1 mos. rent to 11/9/41	3.50	
10 mos. rent from 11/9/41 to 9/9/42	217.50	
a/c 1 mos. rent from 9/9/42 to 10/9/42	4.00	
a/c 1 mos. rent from 6/19/43 to 7/19/43	12.54	237.54 ✓
43 Dean St., 10 mos. rent from 9/17/42 to 7/17/43		237.50
45 Dean St., 10 mos. rent from 9/2/42 to 7/2/43		237.50
54 Cornhill St., bal. 1 mos. rent to 8/2/42	13.75	
6 mos. rent from 8/2/42 to 2/2/42	90.00	
a/c 1 mos. rent from 2/2/42 to 3/2/42	.75	104.50 ✓
56 Cornhill St., 6 mos. rent from		

7/17/42 to 1/17/43	90.00	
a/c 1 mos. rent 1/17/43 to 2/17/43	7.50	97.50
58 Cornhill St., 8 mos. rent from 7/3/42 to 3/3/43	120.00	
a/c 1 mos. rent from 3/3/43 to 4/3/43	5.00	125.00
Office #1, 12 Church Circle, 10 mos. rent from 9/10/42 to 7/10/43		350.00
Office #3, 12 Church Circle, 8 mos. rent from 7/5/42 to 3/5/43		160.00
Office #4, 12 Church Circle, 10 mos. rent from 9/1/42 to 7/1/43		250.00
Basement Office #1, 12 Church Circle, bal. 1 mos. rent to 8/15/42	12.50	
9 mos. rent 8/15/42 to 5/15/43	225.00	237.50
Basement Office #2, 12 Church Circle, 3 mos. rent from 9/15/42 to 12/15/42		27.00
South St. Garage #1, 1 mos. rent from 10/1/42 to 11/1/42	2.00	
1 mos. rent from 6/24/43 to 7/24/43	3.00	5.00
South St. Garage #2, 9 mos. rent from 9/7/42 to 6/7/43		27.00
South St. Garage #3, 8 mos. rent from 8/1/42 to 4/1/43		24.00
South St. Garage #5, 8 mos. rent from 9/9/42 to 5/9/43		32.00
South St. Garage #6, 10 mos. rent from 9/24/42 to 7/24/43		30.00
South St. Garage #7, 7 mos. rent from 9/28/42 to 3/28/43		28.00
South St. Garage #8, 11 mos. rent from 8/15/42 to 7/15/43		44.00
South St. Garage #9, 10 mos. rent from 9/1/42 to 7/1/43		40.00
South St. Garage #10, 10 mos. rent from 9/13/42 to 7/13/43		40.00
South St. Garage #11, 10 mos. rent from 6/15/42 to 4/15/43	40.00	
2 mos. rent from 5/1/43 to 7/1/43	8.00	48.00
South St. Garage #12, 10 mos. rent from 8/29/42 to 6/29/43		50.00
South St. Garage #13, 6 mos. rent from 2/1/43 to 8/1/43		24.00
2 (202) Claude St., Wardour, 2 mos. rent from 9/15/42 to 11/15/42	80.00	
a/c 1 mos. rent to 12/15/42	20.00	
6 mos. rent from 12/12/42 to 6/12/43	240.00	
1 wks. rent from 6/12/43 to 6/19/43	9.21	349.21
4 (204) Claude St., Wardour, 10 mos. rent from 9/1/42 to 7/1/43		350.00
6 (206) Claude St., Wardour, 4 mos. rent from 9/19/42 to 1/19/43		140.00
8 (208) Claude St., Wardour, 14 mos. rent from 5/1/42 to 7/1/43		490.00
10 (210) Claude St., Wardour, 8 mos. rent from 9/15/42 to 5/15/43	280.00	
½ mos. rent from 5/15/43 to 5/31/43	17.50	
1 mos. rent from 6/1/43 to 7/1/43	35.00	332.50
12 (212) Claude St., Wardour, 10 mos. rent from 9/5/42 to 7/7/43		350.00

14 (214) Claude St., Wardour, 10 mos. rent from 8/1/42 to 6/1/43		$ 350.00
16 (216) Claude St., Wardour, 1 mos. rent from 9/15/42 to 10/15/42	$ 35.00	
8 mos. rent from 10/15/42 to 6/15/43	294.00	329.00
18 (218) Claude St., Wardour, bal. 1 mos. rent to 10/1/42	36.75	
9 mos. rent 10/1/42 to 7/1/43	420.75	457.50
20 (220) Claude St., Wardour, bal. 1 mos. rent to 10/1/42	26.75	
9 mos. rent from 10/1/42 to 7/1/43	330.75	357.50
22 (222) Claude St., Wardour, 3 mos. rent from 9/1/42 to 12/1/42		120.00
24 (224) Claude St., Wardour, 4 mos. rent from 9/24/42 to 1/24/43		180.00
1 Severn Ave., bal. 1 mos. rent to 8/17/42	3.75	
6 mos. rent from 8/17/42 to 2/17/43	90.00	
a/c 1 mos. rent to 3/17/43	11.25	105.00
3 Severn Ave., bal. 1 mos. rent to 9/1/42	5.00	
8 mos. rent from 9/1/42 to 5/1/43	160.00	
a/c 1 mos. rent to 6/1/43	5.00	170.00
75 Severn Ave., 10 mos. rent from 8/22/42 to 6/22/43		250.00
388 Severn Ave., bal. 1 mos. rent to 5/28/42	2.00	
14 mos. rent from 5/28/42 to 7/28/43	294.00	296.00
390 Severn Ave., 11 mos. rent from 8/28/42 to 7/28/43		231.00
392 Severn Ave., 11 mos. rent from 7/22/42 to 6/22/43		231.00
285 Fifth St., Eastport, 12 mos. rent from 7/28/42 to 7/28/43		240.00
272 Fourth St., bal. 1 mos. rent to 9/19/42	9.00	
8 mos. rent from 9/19/42 to 5/19/43	144.00	
a/c 1 mos. rent to 6/19/43	11.00	164.00
"Ten Oaks", Eastport, 2 mos. rent from 9/1/42 to 12/1/42		150.00
Garland, Md., Apt. #1, bal. 1 mos. rent to 6/6/42	1.00	
11 mos. rent from 6/6/42 to 5/6/43	349.25	
a/c 1 mos. rent from 5/6/43 to 6/6/43	30.75	381.00
Garland, Md., Apt. #2, 1 mos. rent from 8/1/42 to 9/1/42	31.75	
10 mos. rent from 10/1/42 to 8/1/43	317.50	349.25
Garland, Md., Apt. #3, 10 mos. rent from 9/27/42 to 7/27/43		267.50
Garland, Md., Apt. #4, bal. 1 mos. rent to 8/15/42	13.00	
9 mos. rent from 8/15/42 to 5/15/43	240.75	
a/c 1 mos. rent to 6/15/42	13.75	267.50
		22,936.96

6 Dividends of 25¢ each 49 shs. Union Trust Co. of Md.		$ 73.50	
Dividend No. 7 County Trust Co. of Md.		2.80	
Amount received in adjustment of taxes, revenue stamps, house and water rents, etc. on sale of following properties:			
78 Charles St., Annapolis, Md.	7.48		
125, 127 "	61.28		
79/81 "	53.04		
6, 8, 10, 14 Cheston Ave., Annapolis, Md.	278.11		
54, 56, 58 Cornhill St., Annapolis, Md.	95.75		
222 Claude St., Wardour, Md.	57.26		
21 East St., Annapolis, Md.	58.60		
121 Charles St., Annapolis, Md.	35.47		
19/45 Dean St., Annapolis, Md.	180.39		
210/220 Claude St., Wardour, Md.	239.00		
202 Claude St., Wardour, Md.	32.05		
Lots 13 to 18 inclusive on Claude St., Wardour, Md., unimproved	20.42		
12 Church Circle	113.43	1,232.28	
Refund benefit assessment against Lot 17 Block 35, Eastport, Md.		4.52	
Return premium re cancellation of fire insurance on various properties		80.36	
Return premium re cancellation of liability insurance on various properties		18.09	
Amount received in payment for fire loss 512 Third St., Annapolis, Md.		54.00	
Amount refunded by V. L. Houck on account of bill paid twice		4.00	$ 24,406.51
Estate To Be Accounted For - - - - - - - - - - - -			$185,313.44

And it craves allowance for the following payments and disbursements:

Affidavits			$ 8.00
Mercantile Trust Co., telephone toll charges			13.39
Stationery and supplies purchased at Annapolis office			10.65
Fees for cashier's checks at Annapolis office			24.00
2 Landlord's complaints			3.00
Postage and transportation at Annapolis office			29.55
Mercantile Trust Co., registered mail and insurance			2.04
Robert F. Suite, care of cemetery lot for 1943			2.00
Mercantile Trust Co., storage of 23 oil paintings from 11/17/41 to 3/5/43			21.00
Circuit Court of Anne Arundel Co., filing plats of Claude St., Dean St., King Charles Place, 306-310 West St.			80.00
Recording Deed from State Road Commission			4.75
Documentary stamps on Deeds to properties sold:			
Federal		$134.20	
State of Maryland		119.70	253.90
Mrs. John S. Strahorn, taking and filing testimony in #7782 Equity Circuit Court, Anne Arundel Co. on hearing of case before Court 10/31/42			6.00
Fred E. Voges & Carl S. Thomas, appraising real estate for sale			300.00
Consideration paid Albert and Ida Jacobs for Deed to tax sale property			10.00

Robert J. MacGregor, reimbursement for amount paid for copy of Deed of Trust re tax sale property	$ 5.00
J. R. McCrone, Jr., surveying lots Claude St. plat, 12 Church Circle, "Ten Oaks", and various properties on Dean St.	378.00
Baltimore Photo & Blue Print Co., various photostats and blue prints from 12/23/42 to 5/18/43	9.33
Capital Gazette Press Inc., publishing Orders and advertisements for sale of various properties from 9/21/42 to 6/16/43	247.30
Capital Gazette Press Inc., 1 years subscription to "Evening Capital" 1/23/43 to 1/23/44	7.00
A. S. Abell Co., advertising properties for sale	79.60
Southern Maryland Times, advertising 12 Church Circle for sale	7.25
Carl S. Thomas, 5% com. on $20,000 sale price of properties 6, 8, 10, 14 Cheston Ave.	1,000.00
Carl S. Thomas, 5% com. on $4,000 sale price of properties 54, 56, 58 Cornhill St.	200.00
Carl S. Thomas, 5% com. on $20,400 sale price of 19/45 Dean St.	1,020.00
Carl S. Thomas, 5% com. on $1,500 sale price of Lots 13/15 Claude St.	75.00
Frank E. Clarke & Doris Clarke, his wife, adjustment of taxes, revenue stamps, house and water rent on sale of 206 Claude St., Wardour, Md.	27.52
Willingam G. Bush & Orvilla Bush, his wife, adjustment of taxes, revenue stamps, house rent on sale of 224 Claude St., Wardour, Md.	32.74
Hopper, Polk & Purnell, Inc., 3 years fire insurance to 6/16/45 on dwelling west side of Annapolis Blvd., Garland	30.00
8 garages 1-10 King Charles Place, Annapolis	17.60
Garage First St., Eastport, Md.	4.91
Endorsement on Garland property	1.44
Hopper, Polk & Purnell, Inc., public liability insurance 12/15/42 to 12/15/43 on all properties	135.48
Hopper, Polk & Purnell, 1 year's premium to 2/24/44 $1,000 bond of Dorothy E. Mitchell	10.00
Hopper, Polk & Purnell, endorsement increasing fire insurance and 8 point coverage by $4,000 (making 3 year policy to 6/16/45 $8,000) on property west side Annapolis Blvd., Garland	22.91
Hopper, Polk & Purnell, 1 year's Workman's Compensation insurance to 4/10/44	157.10
Hopper, Polk & Purnell, 1 year's fire and extended coverage insurance to 5/26/44 $2,500 on dwelling 20 Claude St., Wardour	7.50
Hopper, Polk & Purnell, 1 year's fire and extended coverage insurance to 5/15/44 $2,500 on dwelling 18 Claude St., Wardour	7.50
Hopper, Polk & Purnell, 3 year's fire and extended coverage insurance to 5/8/46 $250 garage on lot 63 Linthicum Heights	5.38
Hopper, Polk & Purnell, Inc., 2nd year premium due on 3 year plate glass insurance policy expiring 5/4/45 12 Church Circle	6.77

Hopper, Polk & Purnell, Inc., public liability insurance from 3/22/43 to 12/15/43 Lot 54 Ferry Farms, Eastport, Md.	1.77
Hopper, Polk & Purnell, Inc., war damage insurance 7/1/43 to 7/1/44 on all properties	48.89
W. T. Shawn Inc., plumbing and miscellaneous repairs and installations to various properties from 9/17/42 to 7/7/43	1,096.96
Arthur A. Hector, plastering and miscellaneous repairs to various properties from 9/9/42 to 2/2/43	147.55
A. W. Phillips, miscellaneous repairs to various properties from 10/20/42 to 5/14/43	214.50
J. E. Campbell, repairs and renewal of gutters, Admiral Apartments; roof repairs, 5 King Charles Place 2/18/43 to 5/14/43	40.01
Jerome S. Murphy, electrical repairs to various properties 2/18/43 to 4/19/43	79.94
Norman Jensen, buffing and finishing floors 18 Claude St. 2/18/43	15.00
Robertson Paint & Supply Co., 62½ gals paint, 5 gals painters craft, 3 paint brushes and turpentine from 9/13/42 to 6/30/43	185.44
Sadler's Hardware Co., glass, putty, paint and varnish 10/20/42 to 5/5/43	23.28
Henry B. Myers, galvanized pipe, putty, glass and repairs for various properties 9/17/42 to 1/18/43	19.72
William P. Dawson & Co., instaling new grate bars, cleaning flues and pipes, Garland Apartment House 11/13/42 to 5/6/43	26.36
Annapolis Utilities Co., repairing refrigerators, cleaning condensers, oil motors, etc. Admiral Apts. 9/10/42 to 7/8/43	33.19
J. B. Nailes & Sons Co., 37 tons coal Garland Apts. from 10/19/42 to 5/15/43	419.63
Annapolis Dairy Products Co., coal for Admiral Apts.	444.35
Petrol Corporation, fuel oil for 12 Church Circle 11/21/42 to 5/14/43	175.19
J. F. Johnson Lumber Co., sheet rock 81 Charles St. 9/17/42	2.69
McCready & Co., linoleum for Admiral Apts.	7.18
Automatic Heating & Cooling Systems, installing time switch Admiral Apts.	11.81
Annapolis Storage Co., moving stove 43 Dean St. and refrigerator 4 King Charles Place	4.50
Strippy Storage & Moving Co., hauling furniture to Baltimore 6/9/43	60.12
Repairing stove pipe at 79 Charles St.	.75
Glass in door at 25 Dean St.	1.30
Hauling away tree at 21 Dean St.	.60
Toilet seat for 43 Dean St.	2.50
Hot air register for 27 Dean St.	2.66
Glass and putty for "Ten Oaks"	.35
3 Panes glass for 316 West St.	.93
5 Lbs putty for 33 Dean St.	.45
1 Pane glass for 39 Dean St.	.37
Weather stripping 27 Dean St.	1.50
6 Electric light bulbs for Admiral Apts.	.60
1 Pane glass for 39 Dean St.	.40
Moth flakes for Admiral Apts.	.78
Stove pipe and repairs to furnace 4 King Charles Place	3.00
1 Pipe and elbow damper for 3 King Charles Place	1.25
1 Key for "Ten Oaks"	.25
Screen wire for 123 Charles St.	.35
Screen wire for Admiral Apts.	1.18
Screen wire for 6 King Charles Place	1.35

Toilet seat for 23 Dean St.		$ 2.75
6 Electric light bulbs for Admiral Apts.		.60
3 Lbs. nails for garage King Charles Place		.21
Furnace draft for 123 Charles St.		1.00
J. A. Walton, Treasurer, 1943 State of Md. and Anne Arundel Co. Taxes on the following properties:		
Lot rear of Charles St.	$ 17.89	
Lot rear Charles St., King Charles Place	4.22	
79-81 Charles St.	52.85	
121 Charles St.	54.91	
123 Charles St.	58.50	
12 Church Circle	57.77	
6 Cheston Ave.	56.46	
8 Cheston Ave.	44.69	
10 Cheston Ave.	44.69	
14 Cheston Ave.	44.59	
54 Cornhill St.	18.78	
56 Cornhill St.	18.78	
58 Cornhill St.	18.78	
19-21 Dean St.	41.22	
23-25 Dean St.	40.93	
27-29 Dean St.	41.37	
31-33 Dean St.	40.34	
35-37 Dean St.	40.63	
39-41 Dean St.	41.05	
43-45 Dean St.	41.05	
2 Lots Division St.	21.01	
21 East St.	54.54	
Lot Munroe St.	3.57	
Ferry Farms, Lot 54	9.02	
517 Second St., Eastport	36.40	
Lot First St., Eastport (Marsh)	9.97	
Lot First St., Eastport (Truck House)	4.28	
Lot First St., Eastport (South of Truck House)	3.19	
512 Third St.	52.34	
Lots 9 and 10 Section "J" Garland	142.13	
219 Hanover St.	302.39	
1-3 King Charles Place	84.75	
4 King Charles Place	51.35	
5 King Charles Place	53.00	
6 King Charles Place	52.21	
7 King Charles Place	57.00	
8 King Charles Place	51.73	
9 King Charles Place	4.66	
Lot 63 North Linthicum	9.97	
600 Severn Ave.	56.89	
516 Severn Ave.	26.74	
207-11 Severn Ave.	104.40	
124-26 South St.	12.93	
128-38 South St.	32.08	
Ten Oaks on Spa Creek	275.87	
Wardour (Claude St.) 2nd District	704.11	
2-23/100 Acres Waterbury	5.09	
306 West St. 6th District	35.43	
308 West St.	35.43	
310-12 West St.	64.89	
314-16 West St.	64.57	
6 Acres Whitney Landing	5.48	
Personal Property 2nd District	103.13	
Personal Property 6th District	89.87	$ 3,399.92
Annapolis Water Co., metered water on various properties in Annapolis from 7/1/42 to 6/30/43		844.28
Anne Arundel County Sanitary Commission, metered water on various properties		151.40

Anne Arundel County Sanitary Commission, 1943 water and sewer benefit charges on various properties		$ 169.13
Consolidated Gas Electric Light & Power Co., electricity for 219 Hanover St. from 9/8/42 to 6/11/43	$ 40.77	
12 Church Circle from 10/13/42 to 6/21/43	54.73	95.50
Chesapeake & Potomac Telephone Co., service at 12 Church Circle 10/20/42 to 5/5/43		89.56
Theodore Burgess, 44 weeks salary from 8/29/42 to 7/3/43 less Social Security and Victory Taxes		945.32
Arthur S. Davies, 44 weeks salary from 8/29/42 to 7/3/43 less Social Security and Victory Taxes		860.80
Dorothy M. Mitchell, 44 weeks salary from 8/29/42 to 7/3/43 less Social Security and Victory Taxes		981.98
Grace Hart, temporary services for 10 days to 9/26/42		10.00
Floretta Phelps, cleaning 12 Church Circle from 8/29/42 to 10/24/42 less Social Security Tax		3.96
Elizabeth Ennis, cleaning 12 Church Circle from 11/14/42 to 7/3/43 less Social Security Tax		16.39
Robert J. Harvey, janitor's services at Garland Apartments from 8/1/42 to 8/1/43 less Social Security Tax		127.93
Collector of Internal Revenue, Social Security Taxes due by employer and employees to 7/1/43		65.69
Collector of Internal Revenue, Victory Tax due by employees to July 1943		36.80
Maryland Unemployment Compensation Fund, contribution due by employer for period 7/1/42 to 6/30/43		97.83
Commissions to this accountant		10,000.00
State Tax on commissions of 1/5th of 1% on $145,395.51 additional estate accounted for paid Register of Wills for Anne Arundel County		290.79
Retained for further accounting:		
3 shs. no par, The Annapolis Dairy Products Co., Com.	$ 6.00	
Household furniture and furnishings, etc., appraised at	8,209.94	
Cash	76,543.40	84,759.34

Distribution

Grace Hart, distribution in accordance with agreement dated 1/23/39 and Decree of Court dated 6/3/43

Cash, the sum of (Inheritance Tax thereon at 1% paid Register of Wills 12/27/38)	18,750.00

William J. McWilliams and Eugene P. Childs, Administrators c.t.a. of the Estate of Constance Hart Harrison, deceased, distribution in accordance with agreement dated 1/23/39 and Decree of Court dated 6/3/43

Cash, the sum of (Inheritance Tax thereon at 1% paid Register of Wills 12/27/38)	$ 18,750.00✓

The Salvation Army, distribution in accordance with agreement dated 1/23/39 and Decree of Court dated 6/3/43

Cash, the sum of (Inheritance Tax thereon at 7½% paid Register of Wills 12/27/38)	37,500.00✓
Estate Accounted For - - - - - - - - - - - - - - - -	$185,313.44

Mercantile Trust Company of Baltimore

By G. E. Kellenberger
Asst. Trust Officer

Baltimore City, ss.

On the 26th day of August, 1943, came G. E. Kellenberger, Assistant Trust Officer of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased and made oath in due form of law that the aforegoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Test: A. Di Paula
XXXXXXXXXXXXXXXXXXXXXXXXX
NOTARY PUBLIC

3000—5-42 207

LINWOOD L. CLARK, Plaintiff	:	IN THE
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, Deceased, et al.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

....

P E T I T I O N

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, Deceased,	:	No. 7782
vs.	:	In Equity
GRACE HART, et al.	:	

....

Filed Sept 21, 1943

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows:

1. That your Petitioner heretofore reported the private sale of the parcel of ground in the City of Annapolis known as 21 East Street, intending thereby to sell and report to this Honorable Court the two lots and improvement thereon formerly known as Nos. 21 and 23 East Street.

2. That your Petitioner is now advised that said sale was incorrectly reported by reason of the fact that its testator a number of years ago purchased the two properties known as Nos. 21 and 23 East Street and tore down the houses standing thereon

and erected in lieu thereof one house on both lots and that said property has thereafter been known as No. 21 East Street.

3. That believing No. 21 East Street to comprise both lots and the improvement thereon your petitioner made sale of the same to Maria Theresa Newman at and for the price of $3,350, but in its report of sale described a lot only 13 feet wide, which was the original No. 21 East Street and which is only one-half of the parcel it intended to sell, and inadvertently omitted the original lot known as No. 23 East Street, the remaining half of said parcel.

4. That as hereinabove stated your Petitioner intended to and in fact did sell unto the said Maria Theresa Newman both Nos. 21 and 23 East Street and the improvement thereon and therefore requests this Honorable Court to ratify and confirm nunc pro tunc the sale to the said Maria Theresa Newman of lot No. 23 East Street, to the end that the said Maria Theresa Newman will receive from your Petitioner the land purchased by her and heretofore paid for by her; said additional lot being thus described:

> Beginning for the same at a point on the south side of East Street distant south 89 degrees 30 minutes west 13 feet from the centre of a three foot alley and running from thence and with the partition wall between Nos. 21 and 23 south 0 degrees 30 minutes east 42 feet to the rear of house No. 21, thence south 24 degrees 45 minutes west 12.5 feet, thence south 14 degrees west 3.7 feet, thence south 50 degrees west 73.1 feet, thence north 40 degrees west 11 feet to the present fence line, thence with the said fence line north 37 degrees 30 minutes east 17 feet, thence leaving said fence and running north 50 degrees east 61.5 feet, thence with the partition wall between Nos. 23 and 25 north 0 degrees 30 minutes west 42 feet to the south line of East Street, thence on said line north 89 degrees 30 minutes east 12.9 feet to the place of beginning.

WHEREFORE your petitioner prays this Honorable Court to ratify and confirm as of the 16th day of February, 1943 the sale of said above described and referred to lot to the said Maria Theresa Newman.

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the estate of Walter H. Hart, deceased,

By H. E. Greenberger
Trust Officer,

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that on this 15th day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Gordon Kellenberger, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth.

WITNESS my hand and Notarial Seal.

Charles H. Schanze
Notary Public.

LINWOOD L. CLARK,

Plaintiff

vs.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, Deceased,

et al.

IN THE

CIRCUIT COURT

OFOR

ANNE ARUNDEL COUNTY

PETITION

No. 7782

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, Deceased,

vs.

GRACE HART,

et al.

In Equity

ORDERED by the Circuit Court for Anne Arundel County, In Equity, this 21st day of September, 1943, upon the foregoing petition and affidavit that the private sale of the property in the City of Annapolis, Maryland, known as 23 East Street be and the same is hereby ratified and confirmed as made to Maria Theresa Newman, it appearing to this Court that said lot was intended to be and was sold by the Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, to the said Maria Theresa Newman at private sale at and for the price of $3,350 which has been fully paid and which said sale has heretofore been duly reported to this Court and ratified, with the exception of the lot herein referred to which was inadvertently omitted from the Report of Sale of said Executor.

Filed Sept 21, 1943

Ridgely P. Melvin

JUDGE.

LINWOOD L. CLARK, Plaintiff	:	IN THE
vs.	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, Deceased, et al.	:	CIRCUIT COURT
	:	FOR

....

P E T I T I O N

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, Deceased,	:	ANNE ARUNDEL COUNTY
vs.	:	No. 7782
GRACE HART, et al.	:	In Equity

....

Filed Sept. 23, 1943

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows:

1. That pursuant to the order passed by this Honorable Court on the 8th day of January, 1943, your Reportant has made the following additional private sales of real property comprised within the estate of said decedent to the persons and for the amounts following, all of which is fully set forth in the several contracts of sale thereof which are attached hereto as part hereof.

(a) All that lot or parcel of ground in the City of Annapolis, Anne Arundel County, Maryland, sold to Grace Hart at and for the price of $18,000. of which $1,000 has heretofore been

paid and the balance of $17,000 is to be paid in cash within 30 days from the ratification of said sale by this Honorable Court, all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; said lot being improved by an apartment building known as the Admiral Apartments and also known as 219 Hanover Street and No. 3 Maryland Avenue, and being thus described:

> Beginning for the same at a point in the sidewalk where the west side of Hanover Street intersects the south side of Maryland Avenue; thence with the west side of Hanover Street South 42 degrees 30 minutes East 42 feet to a fence corner; thence with a line of fence, South 47 degrees 30 minutes West 107 feet to another fence corner; thence still with a line of fence, North 42 degrees 30 minutes West 42 feet to the south side of Maryland Avenue; thence with the south side of Maryland Avenue, North 47 degrees 30 minutes East 107 feet to the place of beginning.
>
> Being the same lot of ground described in a deed from Ellen Walsh Maffitt; Mississippi Valley Trust Company, Trustees to Walter H. Hart, dated April 28, 1925 and recorded in the Land Records of Anne Arundel County in Liber W. N. W. No. 110, Folio 12. As surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in August 1943.

(b) All of those 6 lots or parcels of ground in the City of Annapolis, Anne Arundel County, Maryland, sold to Grace Hart at and for the price of $14,400. of which $1,000 has heretofore been paid and the balance of $13,400. is to be paid in cash within 30 days from the date of ratification of said sale by this Honorable Court, all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof; the improvements whereon are known as 306, 308, 310, 312, 314 and 316 West Street, and two unimproved lots on the east side of Division Street north of the Texas Company property, referred to in the contract of sale as being approximately 60 x 80 feet and the other approximately 200 x 200 feet, all being thus described:

Beginning for the same at a stake set on the East side of Division Street at a point located northerly along the East side of Division Street 122 feet from the corner formed by the north side of West St. Extended and the east side of Division Street; thence continuing with the East side of Division Street, North 16 degrees East 185 feet and North 19 degrees East 40 feet; thence leaving Division Street and running North 86 degrees 48 minutes East, 155.5 feet to a fence corner; thence with a line of fence South 01 degrees, 11 minutes East 401.7 feet to an iron pipe set on the north side of West St. Extended; thence with the north side of West St. Extended, North 76 degrees, 23 minutes West 133.06 feet; thence leaving West St. Extended and running North 12 degrees 23 minutes East 197.5 feet to an old axle set on the south side of a 25 foot road-way laid out to run East & West thru the entire property herein described; thence with the south side of said road-way, North 88 degrees 26 minutes West, 41 feet to an iron pipe; thence South 11 degrees, 26 minutes West, 69.4 feet to an iron pipe; thence with the North side of the Service Station Lot, North76 degrees, 51 minutes West, 88.83 feet to the place of beginning.

Being a tract of land owned by the Estate of Walter Hart, and as shown in part on a plat prepared by E. Lacy Chinn, and as recently surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in August 1943.

(c) All that lot or parcel of ground in the City of Eastport, Anne Arundel County, Maryland, sold to William L. Elliott and Benjamin P. Elliott at and for the price of $1,568. of which $100. has heretofore been paid, and the balance of $1,468. is to be paid in cash within 30 days from the date of ratification of said sale by this Honorable Court, all of which will more fully and at large appear by reference to the contract of sale attached hereto as part hereof; the improvements upon said lot being now known as 517 Second Street (heretofore having been known as 285 Fifth Street), said lot being thus described:

All that lot of ground situate on the northeast side of Fifth Street in the Village of Eastport, improved by the northern half of a double dwelling house now erected thereon, designated as Street Number 285 Fifth Street, said lot having a frontage of twenty feet and an even depth of one hundred forty feet. Being a portion of Lot No. 155 as designated on the Plat of Eastport, made by John Duvall, Surveyor and filed among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 11.

Being the same property which was conveyed by

Annie M. Russell and husband to Roland H. Meade and Jane M. Meade, his wife, by deed dated the 28th day of November, 1919, and duly recorded among the aforesaid Land Records in Liber W. N. W. No. 20, folio 496.

And being also the same property which was conveyed by deed from Robert Moss, Assignee, to Mercantile Trust Company of Baltimore, dated January 3rd, 1938 and recorded among the Land Records of Anne Arundel County, in Liber F. A. M. No. 176, folio 266.

(d) All that lot or parcel of ground in the City of Eastport, Anne Arundel County, Maryland, sold to Harry D. White at and for the price of $2,250. of which $500. has heretofore been paid and the balance of $1,750 is to be paid in cash within 30 days from the date of the ratification of said sale by this Honorable Court, all of which will more fully and at large appear by reference to the contract of sale attached hereto as part hereof; the improvements upon said lot being now known as 512 Third Street (heretofore having been known as 272 Fourth Street), said lot being thus described:

Beginning for the same on the southwest side of Fourth Street, at a point distant one hundred sixty-four feet in a southeasterly direction from the south corner from said Fourth Street and Chesapeake Avenue; and running thence with the southwest side of Fourth Street in a southeast direction, for a distance of one hundred feet; thence at right angles in a southwest direction for a distance of one hundred sixty-five feet; thence at right angles in a northwest direction for the distance of one hundred feet; thence at right angles in a northeast direction with a distance of one hundred sixty-five feet to the place of beginning.

Being Lot No. 72 of the Plat of Horn Point, now Eastport, made by John Duvall, on December 13, 1868.

Being the same parcel of ground described in a Deed from George E. Rullman, Attorney, to Walter H. Hart, dated July 3, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 28, Folio 266.

(e) All that lot or parcel of ground in the City of Eastport, Anne Arundel County, Maryland, sold to James Green at and for the price of $1,425., of which $100. has heretofore been paid and the balance of $1,325. is to be paid in cash within 30 days from the date of the ratification of said sale by this Honorable

Court, all of which will more fully and at large appear by reference to the contract of sale attached hereto as part hereof; the improvements upon said lot now being known as 207 Severn Avenue, said lot being thus described:

> Beginning for the same on the southeast side of Severn Avenue at a point 83 feet southwesterly from the southwest corner of Severn Avenue and Second Street and running thence southeasterly 93.1 feet to a fence-post; thence southwesterly 37.5 feet; thence northwesterly through a frame garage now erected upon the lot being described and the lot adjoining thereto on the southwest 93.1 feet (which said garage is to be removed by the purchaser wholly within the boundaries of the lot now being described) to the southeast side of Severn Avenue; thence binding along the southeast side of Severn Avenue 37.5 feet to the place of beginning; the improvements upon said lot being known as 207 Severn Avenue.
>
> Being the same lot that is delineated upon a plat made by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor, Annapolis, Maryland, known as subdivision part of lot No. 87 John Duvall's plat of Eastport, houses 207-209 and 211 Severn Avenue - for Hart estate.

(f) All that lot or parcel of ground in the City of Eastport, Anne Arundel County, Maryland, sold to Thomas Langan at and for the price of $1,000, of which $100. has been paid prior hereto and the balance of $900. is to be paid in cash within 30 days from the date of the ratification of said sale by this Honorable Court, all of which will more fully and at large appear by reference to the contract of sale attached hereto as part hereof; said lot being described as follows:

> Beginning for the same on the south side of Spa Creek at a point where the east Right-of-Way Line of the proposed State Highway, leading over Spa Creek, intersects the said south side of Spa Creek; thence in an ~~westerly~~ easterly direction and with the shore of Spa Creek 40 feet, more or less, to an iron pipe; thence with the east outline of Harts' property, South 27 degrees 18 minutes East, 282.7 feet to a fence post near the northeast corner of a garage; thence with the rear of the lot facing on Severn Avenue., South 62 degrees, 42 minutes West, 143 feet to the east side of the first mentioned State Right-of-Way; thence with said Right-of-Way line in a northerly direction and following the curve of same 324 feet, more or less to the place of beginning

As shown on a plat titled "Plat showing that portion of Ten Oaks through which new State Road will run", made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in April 1942.

Together with easement rights as shown on said plat, and also shown on State Roads Commission, Plat 5060, filed in the Land Records of Anne Arundel County, Md.

WHEREFORE your Reportant prays this Honorable Court to pass an order ratifying and confirming said sales.

AND your Reportant, &c.

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of estate of Walter H. Hart, Deceased,

By G. E. Kellenberger
Asst. Trust Officer.

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 22 day of September, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Gordon Kellenberger and made oath in due form of law that the matters and facts stated in the foregoing Report are true as therein set out and that the sales were fairly made.

WITNESS my hand and Notarial Seal.

Charles N. Schanz
Notary Public.

CHARLES N. SCHANZ NOTARY PUBLIC BALTIMORE

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 549

This Agreement,

Made this 12th day of July, 1943,

between

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and Grace Hart

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ the City of Annapolis, Anne Arundel County, Maryland, known as the 'Admiral Apartments' No. 219 Hanover Street and No. 3 Maryland Ave. with a width on Hanover St. of 42' and a depth on Maryland Ave. of 107' more or less at and for the sum of ----------Eighteen Thousand---------- Dollars

($ 18,000.00), payable as follows:

$ 1,000.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the ---------Circuit---------- Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: H. I. Keiser II
Assistant Secretary

MERCANTILE TRUST COMPANY OF BALTIMORE,

By B. E. Kellenberger, Asst. TRUST OFFICER

Test: (SEAL)

Dorothy H. Mitchell H.H. Grace Hart (SEAL)

44

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 550

This Agreement, Made this 12th day of July, 1943,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and Grace Hart

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, known as~~ the City of Annapolis, Anne Arundel County, Maryland, known as 306, 308, 310, 312, 314 and 316 West Street together with two unimproved lots on the east side of Division Street north of the Texas Oil Co. property, one approximately 60' x 80' and the other approx. 200x200' at and for the sum of------Fourteen Thousand Four Hundred---------- Dollars

($ 14,400.00), payable as follows:

$ 1,000.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the ----------Circuit---------- Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: H. I. Keyser

H. I. KEYSER, II
Assistant Secretary

MERCANTILE TRUST COMPANY OF BALTIMORE,

By G. E. Kreimberger asst TRUST OFFICER

Test: (SEAL)

Dorothy H. Mitchell G. H. Grace Hart (SEAL)

45

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 551

This Agreement, Made this ..... day of July, 1943,

between .....

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and William L. Elliott and Benjamin P. Elliott

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~[illegible]~~ Eastport, Anne Arundel County, Maryland, and known as 517 Second Street, Eastport, Maryland.

at and for the sum of One Thousand Five Hundred and Sixty-Eight-------Dollars

($1,568.00), payable as follows:

$ 100.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County.

Rent, taxes, special paving tax, water rent ~~[illegible]~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the ----------Circuit----------Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: ..... (SEAL)

Attest: [signature] MERCANTILE TRUST COMPANY OF BALTIMORE,

By [signature] asst TRUST OFFICER

ASSISTANT SECRETARY

Test: Dorothy H. Mitchell N.S.E. William L. Elliott (SEAL)

Dorothy H. Mitchell L.P.E. Benjamin P. Elliott (SEAL)

46

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 552

This Agreement, Made this ..... day of June, 1943,

between .....

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and HARRY D. WHITE

..... (hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City known as~~ Eastport, Anne Arundel County, Maryland, and known as 512 Third Street,

at and for the sum of Two Thousand Two Hundred and Fifty---------- Dollars ($2,250.00), payable as follows:

$ 500.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the - - - -Circuit- - - - - - - - Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: ..... (SEAL)

Attest: [signature] asst. Secretary

MERCANTILE TRUST COMPANY OF BALTIMORE,

By [signature] TRUST OFFICER

Test: Dorothy J. Mitchell

H D White (SEAL)

..... (SEAL)

47

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 553

This Agreement, Made this 9th day of July, 1943,

between

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and James Green

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, Maryland~~ Eastport, Anne Arundel County, Maryland, and known as 207 Severn Avenue, Eastport, Maryland.

at and for the sum of One Thousand Four Hundred Twenty-Five----------Dollars ($1,425.00), payable as follows:

$ 100.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days after the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the----------Circuit----------Court for Anne Arundel County, Maryland.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: H. I. KEYSER, II
Assistant Secretary

MERCANTILE TRUST COMPANY OF BALTIMORE,

By S. E. Greenberger, asst. TRUST OFFICER

Test: Dorothy H. Mitchell

James Green (SEAL)

(SEAL)

48

CONTRACT OF SALE—FEE SIMPLE

LIBER 73 PAGE 554

This Agreement, Made this 29th day of January, 1943,

between

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and Thomas Langan

(hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in Eastport, Anne Arundel Co., Maryland, on the east side of the proposed State Roads 60' right of way from Spa Creek to Eastport as outlined in green on the attached plat dated April, 1942 subject to the easement or right of the State Roads Commission to create, use and maintain on the land shaded in orange color necessary drainage structures, slopes snow fences, etc.

at and for the sum of ($1,000.00), payable as follows:

at and for the sum of One Thousand Dollars $100.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days from the date of the ratification of this sale by the Circuit Court for Anne Arundel County, Maryland.

Rent, taxes, special paving tax, water rent to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the - - - - Circuit - - - - - - - - Court for Anne Arundel County, Maryland

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

It is mutually understood and agreed by the parties hereto that title cannot be conveyed by the Vendor to the Vendee until after ratification of the sale by the Circuit Court for Anne Arundel County, Maryland, and until after the State Roads Commission has conveyed a portion of the above described property to the Vendor.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: (SEAL)

Attest: MERCANTILE TRUST COMPANY OF BALTIMORE,

By G. E. Freeburger

ASSISTANT SECRETARY — Asst. TRUST OFFICER

Test: (SEAL)

Thomas R. Ross — Thomas Langan (SEAL)

MERCANTILE TRUST COMPANY ORGANIZED MAY 30, 1884 BALTIMORE

49

Linwood L.Clark,Plaintiff
vs.
MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the estate of Walter H.Hart,Deceased,
~~et al.~~

PETITION.

~~MERCANTILE TRUST COMPANY OF BALTIMORE,~~
Executor of the estate of Walter H.Hart,Deceased,
versus
GRACE HART,
~~et al.~~

Order Nisi

LIBER 73 PAGE 555

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Filed Sept 23, 1943

Ordered, this 23rd day of September, 1943, That the private sale of the Real Estate mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore Trustee, Executor of the Estate of Walter H. Hart, deceased

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of October next.

The report states that the amount of sales to be $38,643.00

John H. Hopkins, 3rd Clerk.

True Copy,

ORDER NISI

In the Circuit Court for Anne Arundel County
No. 7782 Equity

Linwood L. Clark, Plaintiff
vs.
Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, Deceased,
et al
Petition
Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, Deceased
vs.
Grace Hart, et al.

Filed Oct. 27, 1943.

Ordered, this 23rd day of September, 1943, that the private sales of the real estate mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

25TH DAY OF OCTOBER, NEXT;

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of October next.

The report states that the amount of sales to be $38,043.00

JOHN H. HOPKINS, 3rd, Clerk.
True Copy,
Test: JOHN H. HOPKINS, 3rd, clerk.

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OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Oct. 27, 1943

We hereby certify, that the annexed Order Nisi - Equity 7782 Linwood L. Clark, Plaintiff vs. Mercantile Trust Co. of Balt. Executor of Estate of H. H. Hart

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 October, 1943. The first insertion being made the 24th day of September, 1943

THE CAPITAL-GAZETTE PRESS, INC.

By Ellen Cole

No. E. C. 1396

51

(Final Order)

LIBER 73 PAGE 556

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

_____ Term, 19

Filed Oct. 27, 1943

ORDERED BY THE COURT, This 27th day of October, 1943

that the sale made and reported by the ~~Trustee~~ Executor 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~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Raymond P. Melvin C.N.

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LINWOOD L. CLARK, Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, EXECUTOR of the estate of Walter H. Hart, deceased, et al. Defendants.	:	FOR ANNE ARUNDEL COUNTY

P E T I T I O N

No. 7782

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,	:	In Equity
vs.	:	
GRACE HART, et al.	:	

....

Filed Oct 6, 1943

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, respectfully shows:

1. That your petitioner now has on hand in cash the sum of Seventy thousand dollars not needed by it in the administration of its said estate.

2. That your petitioner has been requested by the parties in interest to make distribution of such sum of Seventy thousand dollars in the proportions of one-half thereof to The Salvation Army; one-fourth thereof to Grace Hart; and the remaining one-fourth thereof to Eugene P. Childs and William J. McWilliams, Ad-

ministrators, c.t.a. of estate of Constance Hart Harrison, deceased.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing it to make such distribution.

AND your petitioner, &c.

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the estate of Walter H. Hart, deceased,

By G. E. Kellenberger
Trust Officer.

STATE OF MARYLAND)
)SS
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 6th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Gordon Kellenberger, Trust Officer of Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth.

WITNESS my hand and Notarial Seal.

A. Di Paula
Notary Public.

LINWOOD L. CLARK,

Plaintiff

vs.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased, et al.

Defendants:

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

P E T I T I O N

No. 7782

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased,

vs.

GRACE HART, et al.

In Equity

....

ORDERED this 7th day of October, 1943, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing petition and affidavit that Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, be and it is hereby authorized and empowered to make distribution of the surplus cash now on hand in the amount of $70,000. in the proportions following:

Filed Oct. 7, 1943

1/2 thereof, or $35,000. to The Salvation Army, a body corporate of the State of Georgia.

1/4 thereof, or $17,500. to Grace Hart.

1/4 thereof, or $17,500. to Eugene P. Childs and William J. McWilliams, Administrators c.t.a. of the estate of Constance Hart Harrison, deceased.

AND upon making such payment Mercantile Trust Company of Baltimore be and it is hereby authorized and directed to take proper allowance therefor in its next account filed herein.

Ridgely Melvin

JUDGE.

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.	:	CIRCUIT COURT

PETITION

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.,	:	FOR
- vs -	:	ANNE ARUNDEL COUNTY
GRACE HART, et al.	:	In Equity No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, respectfully shows -

1. That pursuant to the order passed by this Honorable Court on the 8th day of January, 1943, your respondent has made the following additional private sale of real estate comprised within the estate of said decedent, to the person and for the amount following, all of which is fully set forth in the contract of sale thereof which is attached hereto as part hereof.

Filed Oct. 29, 1943

(a) All that lot or parcel of ground in Eastport, Anne Arundel County, Maryland, on the north side of Severn Avenue and the west side of the proposed State Highway, at and for the price of $1250.00, of which $250.00 has heretofore been paid, and the balance of $1,000.00 is to be paid in cash within thirty days after the ratification of said sale by this Honorable Court, all of which will more fully and at large appear by reference to the contract of sale thereof attached hereto as part hereof.

WHEREFORE, your Reportant prays this Honorable Court to pass an order ratifying and confirming said sale.

AND your Reportant, etc.

55

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the Estate of Walter H.
Hart, deceased, et al.,

By G. E. Kellenberger
Trust Officer

Venable, Baetjer & Howard
Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 28th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Gordon Kellenberger, Assistant Trust Officer of Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

A. Di Paula
Notary Public.

CONTRACT OF SALE—FEE SIMPLE LIBER 73 PAGE 562

This Agreement, Made this 27th day of September, 1943, between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and Carl S. Thomas (hereinafter called "Vendee").

Witnesseth: That the Vendor has sold to the Vendee, and the latter has purchased from the former, all that fee-simple lot of ground with the improvements thereon, situate in ~~Baltimore City, Maryland~~ Eastport, Anne Arundel County, Maryland, on North side Severn Avenue and West side of proposed State Highway, more particularly described as

Beginning for the same at a point on the North side of Severn Avenue where the western Right-of-Way line of the proposed new State Highway leading from the proposed bridge across Spa Creek intersects the north side of Severn Avenue all as shown on State Roads Commission Plat #5060 titled "Spa Creek Bridge Approaches" and being the same plat filed in the Land Records of Anne Arundel County; thence with the north side of Severn Avenue, South 80 degrees, 30 minutes West, 70.0 feet to a fence corner; thence with said fence, which is recognized as being a division line between the property on the west and the property herein described, North 11 degrees, 30 minutes West, 98.6 feet to a fence post; thence parallel to Severn Avenue and with a hedge fence, North 80 degrees 30 minutes East 68.7 feet to a stake set by the State Roads Commission of Maryland on the west Right-of-Way line of the aforementioned proposed State Highway; thence with said west Right-of-Way line and in a southeasterly direction, and with a curve having a radius of 881.41 feet, 69.1 feet, to a point now lying inside a stucco building; thence with another curve having a radius of 30 feet and in a southwesterly direction 36.39 feet to the place of beginning. Reserving however easement rights along the Right-of-Way line as shown on the attached plat made as a part of this survey.

As surveyed by line of possession by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in August 1943.

56

at and for the sum of one-thousand two hundred and fifty----------Dollars

($ 1,250.00), payable as follows:

$ 250.00 at the signing hereof, the receipt of which is hereby acknowledged; the balance to be paid as follows:

In cash within thirty (30) days after the ratification of this sale by the Circuit Court for Anne Arundel County.

Rent, taxes, special paving tax, water rent ~~and insurance~~ to be adjusted and apportioned to the date of final settlement.

The cost of United States Revenue Stamps and any State of Maryland tax levied for recordation, shall be divided equally between the Vendor and Vendee.

This sale is made subject to ratification by the ----------Circuit----------Court for Anne Arundel County.

Title to be good and merchantable, otherwise this sale shall be void and the payment made at the signing hereof shall be returned to the Vendee. If the Vendee's examination of title discloses that the same is not good and merchantable, the Vendor shall not be liable for any expenses or damages.

The Vendee covenants and agrees with the Vendor to pay the balance of purchase money as above set forth, and on failure to do so, the said Vendor shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned, or at the option of the Vendor, after five days' written notice to the Vendee (which notice shall be sufficient if mailed to the Vendee's last known address), the Vendor shall have the right to treat this contract as null and void and retain the cash payment as liquidated damages for the Vendee's breach of this contract.

Time is of the essence of this contract.

Witness the hands and seals of the parties hereto.

Test: _____ _____(SEAL)

Attest: _____ MERCANTILE TRUST COMPANY OF BALTIMORE,

By J. E. Kellenberger Asst TRUST OFFICER

Test: Audrey Steinmacher _____ Carl S. Thomas (SEAL)

_____ _____(SEAL)

57

Linwood L. Clark, Plaintiff.
Vs.
Mercantile Trust Company of Baltimore,
Executor of the Estate of the Late
Walter H. Hart, Deceased, et al.
Vs.
~~Mercantile Trust Company of Baltimore,~~
Executor of the Estate of Walter H. Hart,
~~Deceased et al.~~
Vs.
~~Grace Hart, et al~~

Order Nisi

Petition.

LIBER 73 PAGE 564

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Ordered, this 29th, day of October, 1943, That the private sale of the property mentioned in these proceedings made and reported by Mercantile Trust Company of Baltimore, ~~Trustee~~ Executor of the Estate of Walter H. Hart, deceased

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th, 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 30th, day of November next.

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

John H. Hopkins, 3rd. Clerk.

True Copy,

Filed Oct. 29, 1943

55

77

ORDER NISI

In the Circuit Court for Anne Arundel County
No. 7782 Equity

Linwood L. Clark, Plaintiff
vs
Mercantile Trust Company of Baltimore, Executor of the Estate of the Late Walter H. Hart, deceased et al. Petition
vs
Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, et al.
vs.
Grace Hart, et al.

Ordered, this 29th day of October, 1943, that the private sale of the property mentioned in these proceedings, made and reported by Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the **30TH 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 30th day of November, next.

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

JOHN H. HOPKINS, 3rd, Clerk.
True Copy,
Test: JOHN H. HOPKINS, 3rd,
Clerk. n-13

Filed Feby 3rd, 1944

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. 24, 1943

We hereby certify, that the annexed Order Nisi - Equity 7782 Linwood L. Clark vs Mercantile Trust Company of Baltimore

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of November, 1943. The first insertion being made the 30th day of October, 1943

THE CAPITAL-GAZETTE PRESS, INC.

By Iris Scott

No. E. C. 7782

59

(Final Order)

LIBER 73 PAGE 565

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

Term, 19

ORDERED BY THE COURT, This 7th day of February, 1944

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.

Filed Feb. 7, 1944

Ridgely P. Metzger
C.W.

In the Case of

Linwood L. Clark

vs.

Mercantile Trust Company of Baltimore,
Executor of Walter H. Hart,
et al

In the

Circuit Court

For

Anne Arundel County

No. 7782 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

Filed Nov. 8, 1943

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

61
62

Dr. Linwood L. Clark vs. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, et al — in ac.

To Executor for fee in lieu of commissions on sales of real estate (Order 10/7/43)			10,000	00
To Executor for Court costs, viz:				
Clerk of Court - costs	140	50		
R. C. Turner - Sheriff's costs	3	80		
Auditor - stating this account	108	00		
			252	30
To Executor for Expenses, viz:				
Capital-Gazette Press - subscription	7	00		
Capital-Gazette Press - advertising sales and orders nisi to 6/16/43	247	30		
Capital-Gazette Press - Order Nisi this acct.	5	00		
A. S. Abell Co. - advertising sales	79	60		
Southern Maryland Times - " "	7	25		
Miscellaneous expense - affidavits, stationery, supplies, fees for cashier's checks, landlord's complaints, etc	45	65		
C. & P. Telephone Co. - toll charges	13	39		
Postage, and transportation of workmen at Annapolis office	29	55		
C. & P. Telephone Co. - service to 12 Church Circle	89	56		
Robert F. Suite - care of cemetery lot	2	00		
Mercantile Trust Co. - storage of 23 oil paintings 11/17/41 to 3/5/43	21	00		
Clerk of Court - recording plats various properties	80	00		
Clerk of Court - recording deed (State Roads Commission)	4	75		
Documentary stamps on deeds	253	90		
Juliet D. Strahorn - testimony (10/31/42)	6	00		
Mercantile Trust Co. - registered mail and insurance	2	04		
Fred E. Voges - appraising various properties for sale	300	00		
Albert & Ida Jacobs - consideration for tax sale property	10	00		
Robt. J. MacGregor - reimbursement for cost certified copy of deed of trust	5	00		
J. R. McCrone, Jr. - surveys and plats of various properties	378	00		
Balto. Photo & Blue Print Co. - photostats and blue prints to 5/18/43	9	33		
Carl S. Thomas - 5% comm. on sales of Cheston ave., Cornhill, Dean and Claude Street properties	2,295	00		
Amounts paid in adjustment of taxes, revenue stamps, rent, etc, to F. E. Clarke and W. G. Bush	60	26		
Hooper, Polk & Purnell, Inc. - insurance premiums on all properties	398	36		
Hooper, Polk & Purnell, Inc - bond prem.	10	00		
J. B. Wailes & Sons Co.-coal for Garland apartments	419	63		
Annapolis Dairy Products Co. - coal for Admiral Apartments	444	35		
Petrol Corp. - fuel oil for 12 Church Circle	175	19		
Annapolis Storage Co. - moving stove, etc.	4	50		
Scrippy Storage & Moving Co. - hauling furniture to Baltimore	60	12		
Cons. Gas Electric Light & Power Co. - electricity 9/8/42 - 6/21/43	95	50		
Salaries paid by Executor to various employees less Social Security Tax	2,946	38		
War damage insurance - all properties	48	89		
Collector of Internal Revenue - Social				

Secutiry Tax due by employer and employees to July, 1943	65	69		
Collector of Internal Revenue - Victory Tax due by employees to July, 1943	36	80		
Maryland Unemployment Compensation Fund - employer's contribution 7/1/42 - 6/30/43	97	83		
Expenses incurred by Executor in connection with management of real estate, including material and supplies, labor, repairs, replacements and all maintenance expense	1,928	76		
Venable, Baetjer & Howard - fee for legal services (Order 10/7/43)	1,500	00	12,183	58
To Executor for Taxes, viz:				
1943 State and County Taxes on all real estate	3,206	92		
1943 State and County taxes on all personal property	193	00		
Register of Wills - State Tax on commission of 1/5 of 1% on $145,395.51 additional estate accounted for	290	79	3,690	71
To Executor for Benefit Charges, viz:				
Annapolis Water Co. - metered water from 7/1/42 to 6/30/43	844	28		
Anne Arundel Co. Sanitary Comm. - metered water on various properties	151	40		
Anne Arundel County Sanitary Comm. - water and sewer benefit charges on all properties	189	13	1,184	81
To Executor for following distribution under Agreement of 1/23/39 and Decree of Court of 7/23/42:				
Grace Hart - (Inheritance tax of 1% paid 12/27/38)	18,750	00		
Wm. J. McWilliams & Eugene P. Childs, Admrs. C.T.A. of Estate of Constance Hart Harrison, deceased - (Inheritance tax of 1% paid 12/27/38)	18,750	00		
The Salvation Army - (Inheritance Tax at 7½% paid 12/27/38)	37,500	00	75,000	00
BALANCE RETAINED BY EXECUTOR FOR FURTHER ACCOUNTING			83,002	04
			185,313	44

with Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased. Cr.

1942						
Oct.	7	Amount of per sonal property and estate retained by Executor in accordance with Second Account of the Auditor filed on 12/17/42	39,917	93		
		Less amount of loss over inventory from sale of 14 shares County Trust Co. of Maryland stock		27	39,917	66
		Amount of gain over inventory received from sale of 49 shares stock Union Trust Co. of Maryland			39	27
		Proceeds of sale of the following real estate as per Reports of Sales ratified:				
		78 Charles St., Annapolis, Md.	1,000	00		
		21 East St., Annapolis, Md.	3,350	00		
		54, 56, 58 Cornhill St. Annapolis	4,000	00		
		206 Claude St., Wardour, Md.	4,250	00		
		222 Claude St., " "	4,500	00		
		224 Claude St., " "	4,500	00		
		79/81 Charles St., Annapolis, Md.	4,500	00		
		6/ 8/ 10/ 14 Cheston Ave. " "	20,000	00		
		12 Church Circle, " "	12,500	00		
		125/127 Charles St. " "	8,250	00		
		121 Charles St. " "	4,250	00		
		602 Severn Ave., Eastport, Md.	2,500	00		
		Marsh land, formerly 81 First St.	1,000	00		
		202 Claude St., Wardour, Md.	4,250	00		
		210/220 Claude St., Wardour, Md.	18,600	00		
		Lots 13 to 18 Claude St. " "	3,100	00		
		19/45 Dean St., Annapolis, Md.	20,400	00	120,950	00
		Amount of gross rent receipts from various properties, as set forth in Executor's Report filed 9/8/43			22,936	96
		Dividends received as follows:				
		Union Trust Co. - 6 dividends at 25¢ each on 49 shares	73	50		
		County Trust Co. - dividend #7 at 20¢ on 14 shares	2	80	76	30
		Amount received in adjustment of taxes, revenue stamps, house and water rents, etc, on sale of following properties:				
		78 Charles Street, Annapolis	7	48		
		124, 127 Charles St. "	61	28		
		79/81 Charles St. "	53	04		
		6/8/10/14 Cheston Ave. "	278	11		
		54, 56, 58 Cornhill St. "	95	75		
		222 Chaude St., Wardour	57	26		
		21 East St., Annapolis	58	60		
		121 Charles St., Annapolis	35	47		
		19/45 Dean St., Annapolis	180	39		
		210/220 Claude St., Wardour	239	00		
		202 Claude St., Wardour	32	05		
		Lots 13 to 18, inc., on Claude St. Wardour (unimproved)	20	42		
		12 Church Circle, Annapolis	113	43	1,232	28

Amount of refund of benefit assessment against Lot 17, Blk. 35, Eastport		4	52
Amount of return premiums from cancellation of fire insurance on various properties sold		80	36
Amount of return premiums from cancellation of liability insurance on various properties sold		18	09
Amount received in payment of fire loss on 512 Third Street, Annapolis		54	00
Amount refunded by V. L. Houch on account bill paid twice		4	00
		185,313	44

ORDER NISI

Linwood L. Clark
VERSUS
Mercantile Trust Company of Baltimore,
Executor of Walter H. Hart,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 7782 Equity.

Filed 8th Nov 1943

ORDERED, This 8th, day of ~~October~~ November, 19 43, That the THIRD Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th 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 10th day of December next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19, 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.

LINWOOD L. CLARK :

Plaintiff :

VS. :

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased et al., :

Defendants :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, :

VS. :

GRACE HART, et al. :

EQUITY NUMBER &

7782

Filed Dec 11, 1943

MR. CLERK:

Please enter my appearance in the above entitled case, Equity No. 7782, for Phil Ennis and Lizzie Ennis, residuary legatees under the WILL of Constance Harrison (nee HART) .

Linwood L. Clark

LINWOOD L. CLARK

Lizzie Ennis

Phil His X mark Ennis

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	:	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,	:	ANNE ARUNDEL COUNTY
- vs -	:	No. 7782 - IN EQUITY
GRACE HART, et al.	:	

.....

Filed Jany. 4 1944

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, respectfully shows -

1. That your petitioner now has on hand in cash approximately $53,000, representing income collected by it during its administration.

2. That in so far as your petitioner is now able to determine the entire net estate of the said Walter H. Hart for distribution among the parties entitled thereto will amount to approximately $285,000.

3. That at the time of the settlement of the caveat filed by the daughters of said decedent in the Orphans' Court for Anne Arundel County, it was agreed that the will of said decedent should be adjudged to be valid and admitted to probate, and in consideration thereof the two daughters of said decedent were to receive in kind real property of the decedent equal in value to $100,000; such real property to be ascertained by the drawing of lots.

4. That before the parties had drawn lots in accordance

with said original agreement, this Honorable Court passed an order directing your petitioner to make sale of all of said property under the power of sale contained in the will of said decedent and to distribute among the parties entitled the proceeds of said sales, the proceeds of sale to stand in all respects in place of the real estate sold.

5. That your petitioner has now liquidated substantially all of the real estate of said decedent and from time to time upon order of this Honorable Court has made payment to The Salvation Army, to Grace Hart and to William J. McWilliams and Eugene P. Childs, Executors of the estate of Constance Hart Harrison, deceased, by way of distribution.

6. That it has been agreed among said parties that the income collected by your petitioner during the administration of its said estate shall be divided in the same proportion in which the property itself would have been divided under the original agreement between them; i.e., upon the basis of an estate of $285,000., Grace Hart and William J. McWilliams and Eugene P. Childs, Executors of the estate of Constance Hart Harrison, deceased, would be entitled in equal shares to 100,000/285,000ths of such accrued income, and The Salvation Army would be entitled to the balance thereof.

7. That all of the parties to this cause have requested your petitioner to make distribution of said accrued income in accordance with the formula hereinabove set forth; subject upon the definite ascertainment of the amount of estate subject to distribution, to such adjustment as may be necessary; it being the intention of the parties that Grace Hart and William J. McWilliams and Eugene P. Childs, Executors of the estate of Constance Hart Harrison, deceased, shall receive such proportionate share of income as the share of corpus to which they are entitled bears to the whole estate, and The Salvation Army shall receive

the balance of such income.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing it to pay over unto The Salvation Army, Grace Hart and William J. McWilliams and Eugene P. Childs, Executors of the estate of Constance Hart Harrison, deceased, such accrued income in the proportions heretofore agreed upon among them; that is, 50,000/285,000ths of said accrued net income to Grace Hart; 50,000/285,000ths of said accrued net income to William J. McWilliams and Eugene P. Childs, Executors of the estate of Constance Hart Harrison, deceased, and the balance of said accrued net income to The Salvation Army, subject nevertheless to adjustment when the exact amount of estate for distribution has been definitely determined.

AND your petitioner, etc.

MERCANTILE TRUST COMPANY OF BALTIMORE,

By G. E. Kellenberger
Trust Officer.

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 3rd day of January, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon Kellenberger, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

A. Di Paula
Notary Public.

LINWOOD L. CLARK, Plaintiff,	:	IN THE
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, Deceased, et al., Defendants.	:	CIRCUIT COURT FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased,	:	ANNE ARUNDEL COUNTY
- vs -	:	No. 7782 - IN EQUITY
GRACE HART, et al.	:	

.....

ORDERED by the Circuit Court for Anne Arundel County this 4th day of January, 1944, upon the foregoing petition and affidavit, that Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, deceased, be and it is hereby authorized and directed to disburse the entire net income accrued during its administration of said estate up to the present time and amounting to approximately fifty-three thousand dollars, upon the basis hereinabove set forth; i. e., upon an estimated estate for distribution of $285,000., 50,000/285,000ths of said net income shall be paid unto Grace Hart; 50,000/285,000ths of said net income shall be paid unto William J. McWilliams and Eugene P. Childs, Executors of the estate of Constance Hart Harrison, deceased; and the balance shall be paid unto The Salvation Army.

All of the payments hereinabove directed to be made shall be subject to proper adjustment when it has been finally determined what the exact amount of net estate for distribution will be.

Filed Jany. 4, 1944

Ridgely P. Melvin
JUDGE.

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.	:	CIRCUIT COURT
	:	
	PETITION	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.,	:	ANNE ARUNDEL COUNTY
- vs -	:	
GRACE HART, et al.	:	In Equity No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, respectfully shows -

1. That your petitioner has heretofore paid to Miss Grace Hart and to the Administrators of the estate of Constance Hart Harrison, deceased, exclusive of interest, each the sum of $46,466.89, so that there now remains due to each of said parties under the agreement of January 23, 1939 the sum of $3533.11.

2. That your petitioner now has on hand in cash an amount sufficient to pay said sum and thereby discharge the obligation of The Salvation Army under the terms of said agreement.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing it to pay unto Grace Hart and unto Eugene P. Childs and William J. McWilliams, Administrators of the estate of Constance Hart Harrison, deceased, each the sum of $3533.11.

AND your petitioner, etc.

Filed Jany. 21, 1944

MERCANTILE TRUST COMPANY OF BALTIMORE,
Executor of the Estate of Walter H.
Hart, deceased, et al.,

By G. E. Kellenberger
Trust Officer.

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 20th day of January, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Gordon Kellenberger, Trust Officer of Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Charles H. Chance
Notary Public.

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.	:	CIRCUIT COURT
	:	

PETITION FOR

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.,	:	ANNE ARUNDEL COUNTY
- vs -	:	
GRACE HART, et al.	:	In Equity No. 7782

.....

ORDERED this 21st day of January, 1944, by the Circuit Court for Anne Arundel County, In Equity, that Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be and it is hereby authorized and directed to pay unto Grace Hart and unto Eugene P. Childs and William J. McWilliams, Administrators of the estate of Constance Hart Harrison, deceased, each the sum of $3533.11, in discharge of the obligation of The Salvation Army to said parties under the terms of an agreement dated January 23, 1939.

Filed Jany 21, 1944

Rigby Melvin
JUDGE.

In consideration of the sum of $1.00 and other good and valuable considerations, I hereby and herewith assign to my wife, Lizzie Ennis, all my right, title and interest in and to the residue of the estate of Constance Hart Harrison under her will, filed in Equity Case Number 7782, ~~of~~ Linwood L. Clark, Plaintiff, vs. Mercantile Trust Company of Baltimore, Executor.

Witness my hand and seal this 11 day of December, 1943.

Filed Feby 3, 1944

WITNESS: Bessie Hall — Phil his x mark Ennis
PHIL ENNIS

William Hawkins

State of Maryland
Anne Arundel Co.

Dec. 11, 1943

This is to certify that the persons named above, signed and made oath in my presence.

Commission expires 1945

Emma H. Stepney
Notary Public

EMMA H. STEPNEY NOTARY PUBLIC ANNAPOLIS, MD.

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.	:	CIRCUIT COURT

PETITION

FOR

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.,	:	
- vs -	:	ANNE ARUNDEL COUNTY
GRACE HART, et al.	:	In Equity No. 7782

.....

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, respectfully shows -

1. That your petitioner now has on hand in cash the sum of twenty-five thousand dollars, not needed by it in the administration of its said estate. That such sum of twenty-five thousand dollars comprises both principal and accumulations of income during administration.

2. That The Salvation Army, residuary legatee and devisee under the will of said decedent, has requested that your petitioner pay over such sum to it on account of its residuary share; which your petitioner is willing to do.

Filed Feby 9, 1944

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing it to pay over unto The Salvation Army such sum of twenty-five thousand dollars, comprising principal and accumulated income, as a part of its residuary share.

AND your petitioner, etc.

MERCANTILE TRUST COMPANY OF BALTIMORE,

By H. C. Kellenberger
Trust Officer.

Venable, Baetjer & Howard
Solicitors

4

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 5th day of February, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon Kellenberger, Trust Officer of the Mercantile Trust Company of Baltimore, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein set forth, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

A. Di Paula

Notary Public.

LINWOOD L. CLARK,	:	IN THE
Plaintiff,	:	
- vs -	:	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.	:	CIRCUIT COURT
	:	
	:	
PETITION		FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.,	:	
	:	ANNE ARUNDEL COUNTY
- vs -	:	In Equity No.7782
GRACE HART, et al.	:	
	:	

.....

ORDERED by the Circuit Court of Anne Arundel County, In Equity, this 11th day of February, 1944, upon the foregoing petition and affidavit, that Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, be and it is hereby authorized and directed to pay over unto The Salvation Army, residuary legatee and devisee under the last will and testament of Walter H. Hart, deceased, the sum of twenty-five thousand dollars, on account of its residuary share; such sum comprising both principal and accumulated income during administration.

Filed February 11, 1944

Ridgely P. Melvin

JUDGE.

LINWOOD L. CLARK, Plaintiff	*	
vs.	*	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al., Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #7782 Equity
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.	*	
vs.	*	
GRACE HART, et al.	*	

* * *

PETITION OF ROBERT HARRISON

Filed Feby. 16, 1944

TO: THE HONORABLE JUDGES OF SAID COURT:

The Petition of Robert Harrison, by William J. McWilliams, his Solicitor, respectfully represents unto your Honors:

1. That he is a British subject, residing in Cockfield, County of Suffolk, England.

2. That, in December of 1936, he married Constance Hart, one of the daughters of Walter H. Hart, of Annapolis, Maryland, and thereafter lived with her as her husband at Cockfield, County of Suffolk, England,

until some time prior to her death, which occurred on April 25, 1941; that at the time of her death his said wife was a British subject, residing in the County of Suffolk, England.

3. That, on or about the 21st day of March, 1937, the said Walter H. Hart, then a resident of the City of Annapolis, Anne Arundel County, State of Maryland, departed this life leaving surviving him his divorced wife, Beatrice E. Hart, and two daughters, Grace Hart, a British subject, and Constance Hart Harrison, the wife of your Petitioner.

4. That the said Walter H. Hart left a Last Will and Testament, a certified copy of which was filed in these proceedings on April 5, 1939, by Linwood L. Clark, marked Plaintiff's Exhibit "A", and which is prayed to be taken as a part of this Petition, which said Last Will and Testament was admitted to probate by the Orphan's Court for Anne Arundel County on March 24, 1937; that Letters Testamentary were granted to Mercantile Trust Company of Baltimore.

5. That thereafter, on or about the 20th day of April, 1937, the daughters of the said Walter H. Hart filed a Petition and Caveat to said Will; that issues were framed and transmitted to the Circuit Court for Anne Arundel County for trial, but were thereafter removed to the Circuit Court for Howard County.

6. That the said Grace Hart, your Petitioner's wife, Constance Hart Harrison, the Salvation Army and Mercantile Trust Company of Baltimore, Executor, entered into an Agreement of Settlement, dated March 20, 1939, wherein it was agreed that a verdict sustaining said Will be entered, that the legacies mentioned in said Will be paid, and, among other things, that the Salvation Army turn over to the said daughters of Walter H. Hart real estate to the value of One Hundred Thousand ($100,000.00) Dollars, less certain deductions and adjustments therein stated; that, pursuant to said Agreement, a verdict was entered in favor of the Caveatees, and on March 28, 1939, the Orphan's Court for Anne Arundel County passed an order sustaining said Will and the probate thereof; that the parties to said Agreement were all fully competent to make said Agreement and all sui juris; that a photostatic copy of said Agreement was filed in these proceedings by the Salvation Army on September 15, 1939, marked "Respondent's Exhibit No. 2"; that said Agreement is prayed to be taken as a part of this Petition.

7. That, by a decree passed in these proceedings on the 9th day of November, 1939, said Agreement was ratified and confirmed; that an order to enter an appeal from said decree was filed On January 8, 1940, but was withdrawn on the 4th day of April, 1940; that an order of this Court in these proceedings

dated June 14, 1941, was appealed to the Court of Appeals of Maryland, and the Court of Appeals in its opinion referred to said Agreement, and, by inference, further ratified and approved the same (Hart v. Mercantile Trust, 23 Atl. (2) 682).

8. That Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, pursuant to Paragraph 5 of said Agreement, sold enough of the real estate of the said Walter H. Hart to pay the costs of Administration, debts, legacies, taxes, etc., and, on March 20, 1942, filed a Petition in these proceedings reciting, among other things, that it had sold enough property for the purposes aforesaid, and requesting the Court to decide and determine the persons entitled to the estate of the said Walter H. Hart, and their respective interests therein, and further requesting the Court to determine and declare the method whereby the interests of the parties are to be determined and transferred, and for general relief; that said Mercantile Trust Company named as parties defendant all persons, including your Petitioner, who might have any interest in the property of the said Walter H. Hart; that all parties answered, either in person or by solicitor, except Phillip Ennis and Lizzie Ennis, resident defendants, against whom a decree pro confesso was entered, and except Naomi Wilton, a non-resident defendant, on whom service was obtained by

publication, and against whom a decree pro confesso was also entered; that the interest of Phillip Ennis has been assigned to Lizzie Ennis, as will further appear by reference to the Assignment filed in these proceedings on February 3, 1944.

9. That your Petitioner, by his Solicitor, filed an Answer to the aforesaid Petition of Mercantile Trust Company on June 24, 1942, admitting the allegations of said Petition and claiming his statutory interest in and to the real estate of which the said Constance Hart Harrison, his deceased spouse, died seized and possessed.

10. That, after a hearing in open Court on the Petition of said Mercantile Trust Company, and the Answers filed thereto, this Court passed an order on January 8, 1943, directing said Mercantile Trust Company to dispose of the remaining real estate of the said Walter H. Hart, deceased, reserving for further consideration and action all questions dealing with the property interests of the parties to this cause, and the mode or method whereby such property interests are to be determined and transferred, and holding that insofar as the determination of the rights and interests of all said parties are concerned, the proceeds of said sales shall be considered to be the real estate itself, to all intents and purposes and as fully as though said sales had not been made.

11. That, although difficulties arose between the Petitioner and his said wife, Constance Hart Harrison, some time during the latter part of 1940, resulting in the institution by the said Constance Hart Harrison of divorce proceedings against your Petitioner, said divorce proceedings were never completed, and at the time of the death of the said Constance Hart Harrison, your Petitioner was still her lawful husband; that, although your Petitioner has seven children of his own, no children were born as a result of said marriage.

12. That, by virtue of the Agreement of January 20, 1939, the said Constance Hart Harrison became vested with an undivided one-fourth interest in and to the real property of which the said Walter H. Hart died seized and possessed to the extent of Fifty Thousand ($50,000.00) Dollars, based on the inventory value of said real estate, and less certain adjustments in said Agreement provided; that nothing has occurred by reason of the acts of the parties, these proceedings, or otherwise, to change the nature of said estate, and at the time of the death of the said Constance Hart Harrison, she was seized and possessed of the aforesaid interest in the aforesaid real estate.

13. That the said Constance Hart Harrison left a Last Will and Testament, a certified copy of which was filed by said Mercantile Trust Company in these proceedings on March 20, 1942, marked Petitioner's Exhibit "A", and which is prayed to be taken as a part hereof; that in her said Last Will and Tes-

tament, the said Constance Hart Harrison made no provision whatever for your Petitioner, did not mention him in her said Will, and executed said Will to all intents and purposes as if she had never been married, although she described herself in her said Will as a married woman; that said Last Will and Testament ~~was~~ was admitted to probate on the 5th day of July, 1941, in His Majesty's High Court of Justice, Probate, Divorce and Admiralty Division, in the District Probate Registry at Ipswich; that said Will was filed in the Orphan's Court for Anne Arundel County, Maryland, on the 11 day of May 1941, and on December 18, 1941, Letters of Ancillary Administration, c.t.a., were granted to Eugene P. Childs and William J. McWilliams.

14. That your Petitioner is entitled to receive as the surviving spouse of the said Constance Hart Harrison, real estate at the value of Two Thousand ($2,000.00) Dollars, and, in addition thereto, one-half of the residue of the real estate of which his said wife, Constance Hart Harrison, died seized and possessed.

15. That in the several accounts of the Auditor filed in these proceedings one-fourth of the proceeds of said sales have been audited to Eugene P. Childs and William J. McWilliams, Administrators, c.t.a., of the Estate of Constance Hart Harrison, but the said William J. McWilliams, Co-Administrator of the

said Constance Hart Harrison, has refused to accept all tenders of distribution by said Mercantile Trust Company pending the decision of this Honorable Court with respect to the rights of your Petitioner.

WHEREFORE, may it please this Honorable Court to set this matter down for hearing, after giving notice to the solicitors of record of the parties in interest, determine the rights of your Petitioner, and direct the Auditor to appropriately revise the accounts already filed, and with respect to the proceeds of any sales not yet reported or audited, to audit the interest of your Petitioner in said sales to him.

AND, as in duty bound, etc.

William D. McWilliams
Solicitor for Robert Harrison

LINWOOD L. CLARK, Plaintiff	IN THE CIRCUIT COURT
vs	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor, et al	ANNE ARUNDEL COUNTY #7782 Equity

* *

STIPULATION RE: ROBERT HARRISON PETITION

Filed Feby 28, 1944

It is stipulated between William J. McWilliams, counsel for Robert Harrison, and Linwood L. Clark, counsel for Lizzie Ennis, that the whole or any part of any paper writing referred to in this petition, or any paper writing filed in these proceedings (Equity 7782), and deemed by any party thereto to be pertinent to the issue or issues raised by this petition, shall be taken and considered as a part of this petition and subject to the demurrer herein filed.

William J. McWilliams
William J. McWilliams
Attorney for Robert Harrison

Linwood L. Clark
Linwood L. Clark
Attorney for Lizzie Ennis

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LINWOOD L. CLARK, Plaintiff	*	IN THE CIRCUIT COURT
vs	*	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor, etal, Defendants	*	ANNE ARUNDEL COUNTY #7782 Equity

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

DEMURRER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The residuary legatee, Lizzie Ennis, by Linwood L. Clark, her solicitor, responding to the Petition herein filed by Robert Harrison, says:

1. That she demurs to the whole of said petition;
   a) because it states conclusions of law only, with special reference to paragraphs 12 and 14,
   b) because important paper writings and records are referred to and quoted from but not made a part of said petition,
   c) because the doctrine of equitable conversion, upon which the petitioner relies is (1) not permitted under the Hart will, and is (2) not involved in determining the estate of Grace Hart Harrison under the compromise contract in these proceedings,
   d) because from the record the petitioner in equity is estopped from asking that the administration accounts be restated and the audits be revised,
   e) and for other reasons to be assigned at the hearing hereof.

Filed Feb. 21, 1944

Linwood L. Clark
Linwood L. Clark,
Solicitor for Lizzie Ennis

AFFIDAVIT

STATE OF MARYLAND
ANNE ARUNDEL COUNTY TO-WIT:

This is to certify that on this 21st day of February, 1944, personally appeared before me, a notary public of the State of Maryland, Lizzie Ennis, and made oath in due form of law that the said Demurrer is not intended for delay and that she was so advised by her solicitor.

Witness my hand and notarial seal.

Linwood L. Clark
Linwood L. Clark,
Notary Public

LINWOOD L. CLARK, Plaintiff	)	IN THE
vs.	)	
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al. Defendants	)	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, deceased, et al.	)	7782 -- Equity
vs.	)	
GRACE HART, et al.	)	

Filed March 9, 1944

DEMURRER AND ANSWER

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

Richard Lindsay Wilson Prentice and John Philip Manning Prentice, individually and as Executors of the Will of Constance Hart Harrison, deceased, and May Figg, Guy Figg and Constance Veronica Figg, and People's Dispensary for Sick Animals, demur to the petition of Robert Harrison filed in this cause on or about February 16, 1944, and for reasons for their said demurrer say:

(1) That said petition states the conclusions of law only as summarized and set forth in paragraphs numbered 12 and 14 thereof.

(2) That the doctrine of equitable conversion upon which the claim of the petitioner is based is not justified

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or warranted by the facts alleged in said petition.

(3) That the petitioner has not stated in his petition or in any paragraph thereof such a case as entitles him to participate in the Estate of Constance Hart Harrison.

(4) That the petitioner has not stated in his petition such a case as entitles him to the relief prayed for therein or to any part thereof.

(5) And for other reasons to be presented at the hearing of this demurrer.

Without waiving such objections but insisting upon the same the undersigned parties to this proceeding for response and answer to said petition respectfully show:

FIRST: Answering the First and Second paragraphs of said petition the undersigned parties have no personal knowledge of the matters and facts alleged therein but they believe them to be true.

SECOND: Answering the Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth paragraphs of said petition the undersigned parties hereto admit the matters and facts alleged in said paragraphs, except that the undersigned parties refer to the agreement described in said Sixth paragraph and on file in this proceeding for the full and correct statement of its terms.

THIRD: Answering the Tenth paragraph of said petition the undersigned parties admit that the Court passed an order in this proceeding of January 8, 1943, directing said Mercantile

Trust Company to dispose of the remaining real estate of the said Walter H. Hart, deceased, in accordance with the provisions of said order, but respectfully refer to said order itself for a full and complete record of its terms.

FOURTH: Answering the Eleventh paragraph of said petition the undersigned parties have no personal knowledge of the matters and facts alleged therein, but they have received information as to such matters and facts which cause them to believe said allegations to be true as set forth in said paragraph.

FIFTH: Answering the Twelfth paragraph of said petition the undersigned parties admit that said Constance Hart Harrison was a party to said agreement of January 20, 1939, and that said agreement was freely and voluntarily entered into by all the parties hereto, but said undersigned parties refer to said agreement itself and to the order of this Court passed in this proceeding under date of November 9, 1939, and to the allegations in the petition of the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, filed in this proceeding on March 20, 1942, for full and complete statement of the provisions of said agreement and the consideration thereof by this Court and the extent to which the Estate of Walter H. Hart had been liquidated and made ready for distribution at the time of the death of the said Constance Hart Harrison; further answering said Twelfth paragraph the undersigned parties emphatically deny that at the time of the death of the said

Constance Hart Harrison she was seized and possessed of an undivided interest in the real estate referred to in said paragraph.

SIXTH: Answering the Thirteenth paragraph of said petition the undersigned parties admit the matters and facts alleged therein.

SEVENTH: Answering the Fourteenth paragraph of said petition the undersigned parties emphatically deny that said petitioner, Robert Harrison, is entitled to receive as the surviving spouse of the said Constance Hart Harrison, real estate at the value of $2,000.00 and in addition thereto any other real estate in any manner involved in this proceeding, and they deny that the said Constance Hart Harrison died seized or possessed of any real estate subject to this proceeding at the time of her death or subject to this proceeding at any other time.

EIGHTH: Answering the Fifteenth paragraph of said petition the undersigned parties have been informed that one-fourth of the proceeds of the sales made by the Mercantile Trust Company, Executor of the Estate of Walter H. Hart, deceased, and reported to this Court have been audited by Eugene P. ~~Giles~~ Childs and William J. Mc Williams, Administrators c.t.a. of the Estate of Constance Hart Harrison and that the said William J. McWilliams, so-administrator of said estate has refused to accept all tenders of distribution pending the decision of this Court with respect to the rights of Robert Harrison, but the undersigned parties have no personal knowledge of such refusal; however, said undersigned parties believe the allegations in said Fifteenth paragraph to be true.

NINTH: Further answering the whole of said petition, the undersigned parties respectfully refer to the record in this cause, especially the copy of said agreement entered into by Constranct Hart Harrison and her sister, Grace Hart, with the Salvation Army, under date of January 20, 1939, the Will of the late Walter H. Hart, a copy of which was filed herein on April 5, 1939, the verdict sustaining said Will as alleged in paragraph Sixth of said petition of Robert Harrison, the order of this Court passed in this proceeding under date of November 9, 1939, the copy of the Will of Constance Hart Harrison filed as Petitioner's Exhibit A with the petition of the Mercantile Trust Company, Executor of the Estate of Walter H. Hart, deceased, as filed in this proceeding under date of May 20, 1942, and the order of this Court passed thereon under date of January 8, 1943, and the extent to which the Estate of Walter H. Hart had been liquidated and was ready for distribution at the time of the death of the said Constance Hart Harrison, as set forth in said petition of the Mercantile Trust Company, Executor, filed herein March 20, 1942, for a full and complete statement of the facts, including a statement of the rights of the said Constance Hart Harrison to participate and share in the Estate of her said father, Walter H. Hart, at the time of her death, and the undersigned parties further respectfully refer to the fact as alleged in paragraph Second of said petition of Robert Harrison that at the time of her death his said wife, Constance Hart Harrison, was a British subject residing in the County of Suffolk, England, and they respect-

fully allege that in view of these matters and facts as so set forth the said Robert Harrison is not entitled to participate in the distribution of the Estate of Constance Hart Harrison or to any share thereof, and that the parties named in said Will of Constance Hart Harrison alone are entitled so to participate in her said estate.

And having fully answered said petition the undersigned parties pray that they be hence dismissed with their proper costs.

And as in duty, etc.

Richard Lindsay Wilson Prentice

John Philip Manning Prentice

Individually and as Executors of the Will of Constance Hart Harrison

May Figg

Guy Figg

Constance Veronica Figg

PEOPLE'S DISPENSARY FOR SICK ANIMALS

By Carlyle Barton

Carlyle Barton
Solicitor

Solicitors for Richard Lindsay Wilson Prentice and John Philip Manning Prentice, individually and as Executors of the Will of Constance Hart Harrison; May Figg, Guy Figg and Constance Veronica Figg and the People's Dispensary for Sick Animals

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I, the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, do hereby certify that on this 8th day of March, 1944, personally appeared before me in the city and State aforesaid, Carlyle Barton, to me personally known, and he made oath in due form of law that he is solicitor and agent for the parties filing the foregoing demurrer and answer, and that the demurrer to the petition of Robert Harrison therein referred to is not filed for the purpose of delay, and that the matters and facts set forth in the answer are true as therein set forth to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Adelaide Colt Sothoron

Notary Public