Linwood L. Clark, Plaintiff, vs. Mercantile Trust Company of Baltimore, Executor, et al., Defendants.	)	No. 7782 Equity. In the Circuit Court for Anne Arundel County, in Equity.

Filed March 30, 1944

The demurrers to the petition of Robert Harrison raise this question: Does Robert Harrison, surviving husband of Constance Hart Harrison, deceased, have any interest in the estate of Walter H. Hart, deceased, now being administered in the Circuit Court for Anne Arundel County, in Equity?

The facts are succinctly stated in the opinion of Chief Judge Bond in the case of Hart v. Mercantile Trust Co. of Baltimore, 23 A. (2) 683, as follows: "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 * * the residuary legatee named, and 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."

The agreement provided, inter alia, that the daughters would assign all their right, title and interest as legatees, devisees or annuitants under the will to the Salvation Army, and, after the receipt of such assignment the Salvation Army would file with the Executor its election to take and receive the real estate, then remaining unsold, in its unconverted form. The agreement also provided that after title to all the unsold real estate became vested in it by reason of such election and after the statement of its administration account, a drawing by lot would be made of the real estate at the inventory value.

Before the assignment was prepared or executed and before any election to reconvert had been filed with the Executor, a bill of complaint was filed in the Circuit Court for Anne Arundel County in Equity seeking assumption of jurisdiction of that court for the purposes of settlement of the estate, and the chancery court ratified the agreement and retained jurisdiction for settlement and distribution according to its terms.

After the Court assumed jurisdiction of the administration of the estate of Walter H. Hart, deceased, no election was filed either in the proceedings or with the Executor by the residuary legatee.

Constance Hart Harrison, one of the daughters, died in England on April 25, 1941, and her will was duly admitted to probate on July 5, 1941, in His Majesty's High Court of Justice, Probate, Divorce and Admiralty Division, in the

District Probate Registry at Ipswich, England. She was not survived by any descendants but was survived by her husband, Robert Harrison, who claims that because of her failure to make any bequest or devise to him by her will, he is entitled to receive $2000 in addition to one-half of the real estate of which she died seized and possessed.

It must be conceded that under the will of Walter H. Hart there was an equitable conversion of all the real estate as of the date of his death. Thomas v. Wood, 1 Md. Ch. 296; Smithers v. Cooper, 23 Md. 273; Church Extension of the M. E. Church v. Smith, 56 Md. 362; Carr v. Ireland, 4 Md. Ch. 251; Reiff v. Strite, 54 Md. 298; Keller v. Harper, 64 Md. 74; Boyce v. Kelso Home for Orphans of M. E. Church, 107 Md. 190; Talbott v. Compher, 136 Md. 95; Miller v. Hirschmann, 170 Md. 145.

It is equally clear that a party entitled to the proceeds of sale of land under a power of sale is permitted to take and hold the land instead of the proceeds. Harman v. Hurst, 160 Md. 96; Craig v. Leslie, 3 Wheat. 563; Potter v. Couch, 141 U.S. 296; Graham v. Graham, 202 Ala. 56, 79 So. 450; In re Loyd, 175 Cal. 699, 167 Pac. 157; Connecticut College for Women v. Groton, 123 Conn. 196, 193 Atl. 873; Mitchell v. Bogue, 196 So. 306; Munford v. Peeples, 152 Ga. 31, 108 S.E. 454; Chicago Title & Trust Co. v. Mercantile Trust & Sav. Bank, 300 Ill. App. 329, 20 N.E. (2) 992; Walling v. Scott, 50 Ind. App. 23, 96 N.E. 481; Dever v. Turner, 200 Iowa 926, 205 N.W. 755; Anderson v. Wise, 144 Kan. 612, 62 Pac. (2) 805; Sherley v. Sherley, 192 Ky. 122, 232 S.W. 53; Bennett v. Chapin, 77 Mich. 526, 43 N.W. 893; Holmes v. Scott, 231 Mo. App. 690, 105 S.W. (2) 966; Harris v. Ingalls, 74 N.H. 339, 58 Atl. 34; Fabrizio v. Gallerano, 124 N.J. Eq. 453, 2 Atl. (2) 326; Safford v. Burke, 130 Misc. 12, 223 N.Y.S. 626; Broadhurst v. Mewborn, 171 N.C. 400, 88 S.E. 628; Belle Center v. Roundhead Twp. 99 Ohio St. 50, 122 N.E. 41; Hadesty v. Hadesty, 331 Pa. 81, 200 Atl. 6; Stoughton v. Liscomb, 39 R.I. 489,

98 Atl. 183; Mattison v. Stone, 99 S.C. 151, 82 S.E. 1046; Chambers v. Preston, 137 Tenn. 324, 193 S.W. 109: Marcy v. Graham, 142 Va. 285, 128 S.E. 550; Brown v. Miller, 45 W. Va. 211, 31 S.E. 956; Williams v. Jones, 131 Wis. 361, 111 N.W. 505.

The fact that a reconversion would be inconsistent with the design of the testator was considered by the Court, in Wyatt v. Stillman Inst. 303 Mo. 94, 260 S.W. 73, in denying the right to reconvert. In re Handley's Estate, 253 Pa. 119, 97 Atl. 1040, it was held that a foreign charitable corporation, without power to hold real property in another state could not elect to take real estate therein.

Having shown that the right of reconversion is recognized, it becomes necessary to determine what constitutes an election or reconversion.

As reconversion depends upon an election by the beneficiary, such election is an affirmative element in the establishment of his right to the land. Bank of Ukiah v. Rice, 143 Cal. 265, 76 Pac. 1020, and, so, it is the election, and not the mere right to make it, which changes the character of the estate so as to make it tangible property or money at the will of the party entitled to the beneficial interest. Craig v. Leslie, 3 Wheat. 563, and the right must be exercised in an unequivocal manner, so as to leave no doubt of the intention of the party entitled to the beneficial interest. Potter v. Couch, 141 U.S. 296; Morse v. Hackensack Sav. Bk., 47 N.J. Eq. 20 Atl. 961; Mellen v. Mellen, 139 N.Y. 210, 34 N.E. 925.

In the case of Gerling v. Wyand, 147 Md. 117, the Court of Appeals held: "If the party is the only one in beneficial interest in the property involved, and he is sui juris, or at least not subject to any incapacity which would prevent him from effectually dealing with his own property, he may make his election by an express declaration of his intention in words, or by any decisive act or writing which shows a clear intention to possess the property in its natural form" p. 121. In that case the Court held that the election was clearly

manifested "(1) by not administering or procuring an administration on her father's estate so as to exercise the power of sale of the land that was conferred by his will; (2) by making an immediate entry on the land, and thereafter leasing it and receiving the rents and profits thereof; and (3) by retaining the land until her death, when by virtue of the provisions of her will it was sold by her executors for distribution among the beneficiaries of her bounty." pp. 121-122.

In the present case while the agreement provided for the filing of an election upon the delivery of the assignment, no assignment was executed and no election was filed.

For the reason that it was necessary for the Salvation Army to do more than sign the agreement of March 20, 1939, in order to effect a reconversion of the real estate, the Court is of the opinion that reconversion did not take place; that there was an equitable conversion of the real estate at the death of Walter H. Hart and that the proceeds of the real estate are personalty, and the share of Constance Hart Harrison is payable to Messrs. Eugene P. Childs and William J. McWilliams, administrators c.t.a. of Constance Hart Harrison, deceased.

As the Court concludes that Robert Harrison is not entitled to any interest in real estate, and as the estate of Constance Hart Harrison is being administered in another forum, the demurrers will be sustained.

Jas. Ed. Boyd Jun. Jr.
A. J.

In accordance with the aforegoing opinion, it is this thirtieth day of March, in the year nineteen hundred and forty-four, adjudged, ordered and decreed by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, that the demurrers to the petition filed by Robert Harrison be, and the same are hereby, sustained.

Jas. Ed. Boyd Jun. Jr.
A. J.

LIBER 74 PAGE 6

LINWOOD L. CLARK, Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
MERCANTILE TRUST COMPANY OF BALTIMORE, EXECUTOR, et al, Defendants	*	ANNE ARUNDEL COUNTY #7782 Equity

* * * * *

ORDER FOR APPEAL

Filed March 31, 1944

Mr. Clerk:

Please enter an appeal in the above case to the Court of Appeals of Maryland on behalf of the Petitioner, Robert Harrison, from a decree dated March 30, 1944.

William J. McWilliams
Solicitor for Petitioner

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that, on this 31st day of March. 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. McWilliams, Attorney for the Petitioner, and made oath in due form of law on behalf of the Petitioner that said Appeal is not filed or intended for the purpose of delay.

AS WITNESS My hand and Notarial Seal.

HELEN E. TYLER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Helen E. Tyler
Notary Public

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Filed April 3, 1944

The petition of Mercantile Trust Company of Baltimore, Executor of the Last Will and Testament of Walter H. Hart, deceased, respectively represents:

1. That your petitioner exercising the power of sale conferred upon it by the said Walter H. Hart in said will, has for some time been making sales, under the jurisdiction of this Court, of property owned by the said Walter H. Hart at the time of his death, and has distributed the proceeds thereof in accordance with the terms of the said will, the agreement with respect thereto filed in this cause, and the orders of this court.

2. That The Salvation Army is the residuary legatee and devisee under the will of the said decedent, and now is entitled to the entire residuary estate, whether real or personal, and has requested your petitioner to turn over and deed to it in lieu of a sale thereof by your petitioner under its said power of sale as a part of the said residue, the seven lots of ground listed as follows:

1- Lot 54 Ferry Farms
2- Lot Munroe Street, Eastport, Lot numbered 19, Plat of Eastport Heights, recorded in G.W. No. 28, folio 197.
3- Lot on Sixth Street, Eastport, formerly called First Street, Extended, Eastport; Southeast side Sixth Street two hundred and ninety feet northwest of Severn Avenue fronting thirty-five feet with an irregular depth northwesterly of one hundred and forty-six feet, more or less.
4- Lots 9 and 10 Section J, Garland, Maryland, Plat recorded W.N.W. No. 3, folio 20
5- Lots 63, Plat 4, North Linthicum
6- Six acres at Whitneys Landing.
7- Two and twenty-three one hundredths acres land near Waterbury, Maryland

3. All payments and shares of all others entitled thereto under the said will and under the agreement filed in this cause have been fully paid.

4. Your petitioner is willing to comply with the request of the residuary legatee and devisee and prays this Honorable Court to pass an order authorizing and directing it so to do.

And as in duty bound, etc.

MERCANTILE TRUST COMPANY OF BALTIMORE
Executor of the Last Will and Testament
of Walter H. Hart.

By Gordon Kellenberger
Gordon Kellenberger
Trust Officer

Venable, Baetjer & Howard
Solicitors

STATE OF MARYLAND:

CITY OF BALTIMORE: to wit:

I HEREBY CERTIFY that on this 9th day of March, in the year nineteen hundred and forty-four, 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, Executor of the Last Will and Testament of Walter H. Hart, 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.

My commission expires May 7, 1945.

A. DiPaula
Notary Public

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
	:	

::::::::

UPON the foregoing petition and affidavit it is ordered by the Circuit Court of Anne Arundel County, in Equity, this 3rd day of April ~~day of March~~, 1944, and the Mercantile Trust Company of Baltimore, Executor of the Last Will and Testament of Walter H. Hart, deceased, be and it is hereby authorized and directed to convey by a good and sufficient deed unto The Salvation Army, a body corporate of the State of Georgia, (1) Lot 54 Ferry Farms, (2) Lot Munroe Street, Eastport, lot numbered 19, Plat of Eastport Heights, recorded in G.W. No. 28, folio 197, (3) Lot on Sixth Street, Eastport, formerly called First Street; Extended, Eastport, Southeast side Sixth Street two hundred and ninety feet northwest of Severn Avenue fronting thirty-five feet with an irregular depth northwesterly of one hundred and forty-six feet more or less, (4) Lots 9 and 10 Section J, Garland, Maryland, Plat recorded W.N.W. No. 5, folio 20, (5) Lot 65, Plat 4, North Linthicum, (6) Six acres at Whitneys Landing, (7) Two and twenty-three one hundredths acres land near Waterbury, Maryland, being the several lots of ground described in the said petition, in lieu of a sale thereof by the said Executor under its power of sale contained in the said Will of Walter H. Hart, deceased, they being a part of the residuary estate to which the said The Salvation Army is entitled under the said will and these proceedings.

Filed April 3, 1944

Ridgely P. Melvin, C.J.
~~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

.....

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 Decrees of this Honorable Court, and with the balance of personal estate in its possession.

Filed June 17, 1944

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 15th day of June, 1944, 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

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 June 20, 1944

ORDERED by the Circuit Court of Anne Arundel County, this day of June, 1944, 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

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 Sixth 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 $83,002.04

And with the gain over the Inventory on 3 shs. no par, The Annapolis Dairy Products Co., Com., sold per Order of Court March 10, 1943 2.95

And with the proceeds of sales of the following real estate per Reports of Sales ratified:

204 Claude St., Wardour, Md.	$ 3,800.00 ✓	
208 Claude St., Wardour, Md.	4,000.00 ✓	
209 and 211 Severn Ave., Eastport, Md.	3,000.00 ✓	
Lot and Improvement on Spa Creek, Eastport, Md., known as "Ten Oaks"	10,300.00 ✓	
The Admiral Apartments (219 Hanover St. and 3 Maryland Ave.) Annapolis, Md.	18,000.00 ✓	
306, 308, 310, 312, 314 and 316 West St., Annapolis, Md. with two lots (one approximately 60 x 80 feet, the other approximately 200 x 200 feet) on East side of Division St., Annapolis, Md.	14,400.00 ✓	
517 Second St., Eastport, Md.	1,568.00 ✓	
512 Third (formerly 272 Fourth) St., Eastport, Md.	2,250.00 ✓	
207 Severn Ave., Eastport, Md.	1,425.00 ✓	
Lot on Spa Creek and east side of New State Highway, Eastport, Md.	1,000.00 ✓	
Lot corner Severn Ave. and 6th St. Eastport, Md.	1,250.00 ✓	60,993.00 ✓

Filed June 17, 1944

And with the following collections:

1 King Charles Place, 11 mos. rent from 7/1/43 to 6/1/44		349.25
3 King Charles Place, bal. 1 mos. rent to 7/15/43	$31.00	
10 mos. rent from 7/15/43 to 5/15/44	317.50	348.50
4 King Charles Place, 11 mos. rent from 7/1/43 to 6/1/44		459.25
5 King Charles Place, 11 mos. rent from 6/1/43 to 5/1/44		376.75
6 King Charles Place, Rent from 7/24/43 to 8/2/43	$ 11.12	
10 mos. rent from 8/2/43 to 6/2/44	417.50	428.62
7 King Charles Place, 11 mos. rent from 7/1/43 to 6/1/44		459.25
8 King Charles Place, 10 mos. rent from 7/15/43 to 5/15/44		417.50

219 Hanover St., Admiral Apt. #1, 4 mos. rent from 7/15/43 to 11/15/43		$ 160.00
219 Hanover St., Admiral Apt. #2, 5 mos. rent from 7/1/43 to 12/1/43		250.00
219 Hanover St., Admiral Apt. #3, 5 mos. rent from 7/8/43 to 12/8/43		225.00
219 Hanover St., Admiral Apt. #4, 5 mos. rent from 7/22/43 to 12/22/43		200.00
219 Hanover St., Admiral Apt. #5, 4 mos. rent from 6/28/43 to 10/28/43		140.00
219 Hanover St., Admiral Apt. #7, 4 mos. rent from 7/15/43 to 11/15/43		140.00
219 Hanover St., Admiral Apt. #8, 4 mos. rent from 7/15/43 to 11/15/43		120.00
219 Hanover St., Admiral Apt. #9, 4 mos. rent from 7/22/43 to 11/22/43		180.00
219 Hanover St., Admiral Apt. #10, 4 mos. rent from 7/23/43 to 11/23/43		160.00
306 West St., 7 mos. rent from 7/5/43 to 2/5/44		222.25
308 West St., 6 mos. rent from 7/6/43 to 1/6/44		190.50
310 West St., 7 mos. rent from 7/5/43 to 2/5/44		222.25
312 West St., bal. 1 mos. rent to 7/9/43	$30.00	
6 mos. rent from 7/9/43 to 1/9/44	190.50	220.50
314 West St., 6 mos. rent from 7/1/43 to 1/1/44	$190.50	
a/c 1 mos. rent to 2/1/44	10.00	200.50
316 West St., 7 mos. rent from 7/8/43 to 2/8/44		222.35
South St. Garage #1, 1 mos. rent from 7/24/43 to 8/24/43	$ 3.00	
2 mos. rent from 4/3/44 to 6/3/44	6.00	9.00
South St. Garage #2, 4 mos. rent from 8/7/43 to 10/7/43		12.00
South St. Garage #5, 12 mos. rent from 4/1/43 to 4/1/44		36.00
South St. Garage #5, 1 mos. rent from 7/12/43 to 8/12/43		4.00
South St. Garage #6, 8 mos. rent from 7/24/43 to 3/24/44	$24.00	
4 mos. rent (with warehouse) from 2/15/44 to 6/15/44	45.60	69.60
South St. Garage #7, 10 mos. rent from 8/16/43 to 6/16/44	$40.00	
a/c 1 mos. rent to 7/16/44	2.00	42.00
South St. Garage #8, 10 mos. rent from 7/15/43 to 5/15/44		40.00
South St. Garage #9, 5 mos. rent from 7/1/43 to 12/1/43	$20.00	
2 mos. rent 2/11/44 to 4/11/44	8.00	28.00
South St. Garage #10, 11 mos. rent from 7/13/43 to 6/13/44		44.00
South St. Garage #11, 2 mos. rent from 7/1/43 to 9/1/43	$ 8.00	
9 mos. rent from 9/11/43 to 6/11/44	36.00	44.00
South St. Garage #12, 11 mos. rent from 6/29/43 to 5/29/44		55.00
South St. Garage #13, 11 mos. rent from 2/17/42 to 1/17/43	$44.00	
10 mos. rent from 8/1/43 to 6/1/44	40.00	84.00
4 (204) Claude St., Wardour, 1 mos. rent from 7/1/43 to 8/1/43		35.00
75 (516) Severn Ave., 10 mos. rent from 6/22/43 to 4/22/44		250.00
392 (207) Severn Ave., 4 mos. rent from 6/27/43 to 10/27/43		84.00
285 Fifth (517 - Second) St. Eastport, 3 mos. rent from 7/28/43 to 10/28/43		60.00

272 Fourth (512 Third) St. Eastport, bal. 1 mos. rent to 6/19/43	$ 7.00		
4 mos. rent from 6/19/43 to 10/19/43	72.00		
Rent from 10/19/43 to 11/10/43	12.20	$	91.20
Garland, Md. Apt. #1 bal. 1 mos. rent to 6/6/43	$ 1.00		
8 mos. rent from 6/6/43 to 2/6/44	254.00		255.00
Garland, Md. Apt. #2, 10 mos. rent from 8/1/43 to 6/1/44			317.50
Garland, Md. Apt. #3, 10 mos. rent from 7/27/43 to 5/27/44			267.50
Garland, Md. Apt. #4, bal. 1 mos. rent to 6/15/43	$13.00		
10 mos. rent from 6/15/43 to 4/15/44	267.50		
a/c 1 mos. rent to 5/15/44	.75		281.25
2 lots Division St., Annapolis, 1 year's rent from 5/15/42 to 5/14/43			50.00
		$	7,851.42

Amount received in adjustment of taxes, revenue stamps, house and water rent etc. on sale of following properties:

204 Claude St., Wardour, Md.	$ 6.49 ✓		
208 Claude St., Wardour, Md.	63.06 ✓		
209 & 211 Severn Ave., Eastport, Md.	40.78 ✓		
Lot & Improvement on Spa Creek, Eastport, Md., known as Ten Oaks	139.88 ✓		
The Admiral Apartments (219 Hanover St. & 3 Maryland Ave.) Annapolis, Md.	102.33 ✓		
306, 308, 310, 312, 314, and 316 West St., Annapolis, Md., with 2 lots on East side of Division St., Annapolis, Md.	344.77 ✓		
517 Second St., Eastport, Md.	15.38 ✓		
512 Third (formerly 272 Fourth) St., Eastport, Md.	5.34 ✓		
207 Severn Ave., Eastport, Md.	19.84 ✓		
Lot on Spa Creek & east side of new State Highway, Eastport, Md.	6.27 ✓		
Lot corner Severn Ave. & 6th St., Eastport, Md.	11.06 ✓	$	765.20 ✓
Return premium re termination of bond of Dorothy Elizabeth Mitchell effective 9/14/43			5.00 ✓
Return premiums on Workman's Compensation policy re payroll audit 6/25/43	$83.25		
On cancellation policy 4/10/43 to 3/11/44	78.56		161.81 ✓
Return premium re cancellation of plate glass insurance on 12 Church Circle			5.54 ✓
Return premium re cancellation of fire insurance on various properties			149.88 ✓
Return premium re cancellation of public liability insurance on various properties			59.53 ✓
Return premium re cancellation of war damage insurance on various properties			37.14 ✓
			9,025.52
Estate To Be Accounted For- - - - - - - - - - - - - - -			$153,023.51

And it craves allowance for the following payments and disbursements:

Affidavits		$ 5.00
Mercantile Trust Co., telephone toll charges		10.46
Supplies purchased at Annapolis office		1.30
Fees for cashiers checks at Annapolis office		1.85
Postage and transportation		4.09
Recording deed from Albert and Ida Jacobs		4.00
Fee for Court order to sell truck		1.50
Documentary stamps on deeds to properties sold:		
Federal	$67.65	
State of Maryland	59.60	127.25
J. R. McCrone, Jr., Surveys, Plats and descriptions of various properties per bill 8/19/43		189.00
Robert J. MacGregor, Fee for examining title to 2.23 acres of land near Waterbury, Anne Arundel County, Md.		25.00
Baltimore Photo & Blue Print Co., 2 blue prints		.40
Capital Gazette Press, Advertising properties and publishing orders nisi from 8/19/43 to 11/23/43		10.75
Capital Gazette Press Subscription to "Evening Capital" from 1/23/44 to 3/3/44		1.10
Grace Hart, office rent 12 Church Circle for month of August, 1943		50.00
Hopper Polk & Purnell Inc., 1 year's fire and extended coverage insurance to 7/2/44 on $13,000 Apartment house 219 Hanover St.-		41.60
Hopper Polk & Purnell, Inc.] 1 year's fire and extended coverage insurance to 8/30/44 on $4,000 310 and 312 West St.	$12.00	
on $4,000 306 and 308 West St.	12.00	24.00
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 8/22/44 on $1200 207 Severn Ave., Eastport		3.96
Hopper Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 8/30/44 on $1500.00 517 Second St., Eastport		4.95
Hopper, Polk & Purnell, Inc.; 1 year's fire and extended coverage insurance to 8/23/44 on $3,000.00 #8 King Charles Place		9.00
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 9/24/44 on $4,000.00 #1 and 3 King Charles Place		12.00
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 9/24/44 on $2500.00 #4 King Charles Place		7.50
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 9/24/44 on $2500.00 #5 King Charles Place		7.50
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 9/25/44 on $2500.00 #6 King Charles Place		7.50
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 9/25/44 on $2500.00 #7 King Charles Place		7.50
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance to 11/18/44 on $500 Contents in warehouse 708/10 N. Howard St.		8.23
Hopper, Polk & Purnell, Inc., additional premium on War Damage insurance policy (7/1/43-7/1/44) on all properties		81.06

Hopper, Polk & Purnell, Inc., 1 year's public liability insurance from 12/15/43 to 12/15/44 on all properties	$ 96.06
W. T. Shawn, Inc., plumbing and miscellaneous repairs and installations to various properties from 3/23/43 to 5/20/44	172.96
Arthur R. Hector, for electric switches and cleaning waste pipe, Garland, Terndale 6/5/43 to 12/22/43	12.75
A. W. Phillips, plastering and miscellaneous repairs to various properties from 7/19/43 to 4/11/44	518.05
Jerome S. Murphy, electrical repairs to various properties from 7/12/43 to 1/27/44	42.47
William F. Dawson & Co., miscellaneous repairs and installations Garland Apartments from 10/22/43 to 3/27/44	108.65
Annapolis Utilities Co., frigidaire services from 9/20/43 to 10/30/43	10.39
Lorens Refrigerator Service, Repair electric refrigerator	10.00
Annapolis Dairy Products Co., coal for Admiral Apts., 219 Hanover St. from 5/21/43 to 9/9/43	82.06
J. F. Wailes & Sons Co., 39-3/4 tons of coal for Garland Apts. from 9/17/43 to 4/10/44	410.00
Robertson Paint & Supply Co., 2 gals. paint	4.90
Sadler's Hardware Co., 4 gals. of paint and 6 electric bulbs from 6/15/43 to 7/13/43	13.20
Annapolis Storage Co., hauling office furniture to Baltimore etc. from 8/23/43 to 11/22/43	97.85
Stripp Storage & Moving Co., Hauling household goods to Baltimore	90.59
Personal Delivery Service, Drayage of personal effects from 12 Church Circle to King Charles Place	2.06
J. F. Johnson Lumber Co., 8 cedar fence posts for King Charles Place properties	12.73
J. E. Campbell, Furnace repairs, 5 King Charles Place	11.95
James Gantt, Reimbursement for plumbing repairs 506 West St.	5.00
Mrs. J. N. Nichols, Reimbursement for replacement of hot water jacket in furnace 1 King Charles Place	12.10
R. R. Baker, Galvanized pipe for #4 King Charles Place	3.25
Grace Hart, Expenses from 9/24/43 to 11/12/43, 2 tons of coal and Janitor service etc. for Admiral Apts. per bill 11/12/43	136.00
Fee for cutting tree and hauling away	10.00
Fee for moving gas range to storage	1.25
James A. Walton, Treasurer, 1943 Maryland and AA. Co. Taxes on Ford Truck	1.00
Collector and Treasurer of City of Annapolis, Md. 1943 City of Annapolis and Metropolitan Sewer Taxes on the following properties:	
123 Charles St.	$49.07
Lot rear of Charles St.	15.01
" " " " "	3.54
219 Hanover St.	253.65
1-3 King Charles Place	71.09

4 King Charles Place	$43.07✓	
5 " " "	44.46✓	
6 " " "	45.79✓	
7 " " "	47.81✓	
8 " " "	45.38✓	
9 " " "	3.91✓	
124-126 South St.	10.84✓	
128-138 South St.	26.91✓	
306 West St.	29.72✓	
308 " "	29.72✓	
310-312 West St.	54.43✓	
314-316 " "	54.16✓	
Lot east side Division St. (60' x 80')	3.02✓	
Lot east side Division St. (200' x 200')	14.61✓	
Personal property taxes on furniture (various locations)	75.39✓	$ 917.58✓

James A. Walton, Treasurer, 1944 State of Maryland and Anne Arundel County Taxes on following properties:

123 Charles St.	$60.42✓	
Lot rear of Charles St.	4.56✓	
Lot rear of Charles St.	13.48✓	
2 lots east side of Division St. (60' x 80') and (200' x 200')	21.70✓	
Lots 8 and 10 Sect. J & Imp. Garland	144.78✓	
1-5 King Charles Place	87.54✓	
4 King Charles Place	53.05✓	
5 " " "	54.75✓	
6 " " "	53.92✓	
7 " " "	58.87✓	
8 " " "	53.43✓	
9 " " "	4.82✓	
Lot 63 Plat 4 North Linthicum	10.16✓	
77 Severn Ave.	26.98✓	
124 and 126 South St.	13.35✓	
128 and 138 South St.	33.13✓	
306 West St.	36.60✓	
308 West St.	36.60✓	
310 and 312 West St.	67.02✓	
314 and 316 West St.	66.39✓	
6 Acres Whitney's Landing	5.67✓	
3-23/100 acres near Waterbury, Md.	5.27✓	
Lot 54 Ferry Farms	9.44✓	
Lot First St.	10.05✓	
Lot First St.	4.51✓	
Lot First St.	3.21✓	
Lot Monroe St.	3.60✓	
Personal Property 2nd District	92.83✓	
Personal Property 6th District	104.54✓	$ 1,145.55✓

Annapolis Water Co., Metered water on various properties in Annapolis from 6/30/43 to 3/31/44	332.54✓
Anne Arundel County Sanitary Commission, metered water on various properties	86.10✓
Anne Arundel County Sanitary Commission, 1944 Water Main & sewer benefit charges on various properties	69.60✓

Consolidated Gas Electric Light & Power Co. Electricity for 219 Hanover St. from 5/30/43 to 10/30/43 $ 9.26 for 12 Church Circle from 7/5/43 to 9/3/43 17.67	$ 26.93 X	
Chesapeake & Potomac Telephone Co. for service at 12 Church Circle from 5/25/43 to 9/26/43	28.90 X	
Theodore Burgess, 12 weeks salary from 7/3/43 to 9/25/43 less social security taxes and withholding taxes	257.56 X	
Dorothy Mitchell, 11 weeks salary from 7/3/43 to 9/18/43 less social security taxes and withholding taxes	264.55 X	
Arthur Davies, 3 weeks salary from 7/3/43 to 7/24/43 less social security and withholding taxes	78.00 X	
Elizabeth Ennis, cleaning 12 Church Circle from 7/3/43 to 9/4/43 less social security tax	4.42 X	
Robert J. Harvey, Janitor's service at Garland Apts. from 8/1/43 to 6/1/44 less social security tax	116.30 X	
Collector of Internal Revenue, Withholding taxes paid on wages of employees	14.05 X	
Collector of Internal Revenue, Social Security Taxes due by employer and employees to 3/31/44	16.12 X	
Maryland Unemployment Compensation Fund, contribution due by employer for period from 6/30/43 to 3/31/44	7.18 X	$ 5,687.15

Commissions to this accountant waived except as to tax on commissions:

State Tax on commissions of 1/5th of 1% on $70,021.47 additional estate accounted for paid Register of Wills for Anne Arundel County	$ 140.04 X

Retained for further accounting:

Household furniture and furnishings etc. appraised at	$ 7,367.45	
Cash	19,166.17	26,533.62

DISTRIBUTION

Grace Hart, Distribution in accordance with agreement dated 1/23/39 and Decree of Court 10/7/43 Cash, the sum of	$17,500.00 ✓	
Distribution in accordance with Decree of Court 1/4/44 Cash, the sum of	9,298.24	
Final distribution in accordance with Decree of Court 1/21/44 Cash, the sum of	3,533.11	30,331.35

(Inheritance Tax on above sums paid Register of Wills 12/27/38)

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 10/7/43, Cash, the sum of	$17,500.00✓	
Distribution in accordance with Decree of Court 1/4/44 Cash, the sum of	9,298.24	
Final Distribution in accordance with Decree of Court 1/21/44 Cash, the sum of	3,553.11	30,351.35
(Inheritance Tax on above sums paid Register of Wills 12/27/38)		
The Salvation Army, distribution in accordance with agreement dated 1/23/39 and Decrees of Court dated 10/7/43 and 2/11/44 respectively Cash, the sum of	60,000.00	$120,662.70
(Above bequest to The Salvation Army made to Annapolis Branch thereof for use in that City and in Anne Arundel County, Md., and is therefor exempt from the Maryland Inheritance Tax)		
Estate Accounted For - - - - - - - - - - - - - - - - - -		$153,023.51

Mercantile Trust Company of Baltimore

By G. E. Kellenberger

Assistant Trust Officer

Baltimore City, ss:

On the 15th day of June, 1944, 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, after examination, is passed by order of the Orphans' Court.

Test: A. Di Paula

Register of Wills for Baltimore City

207 Notary Public

3000—2-39

LIBER 74 PAGE 20

THIS IS NOT A BILL BUT A STATEMENT OF TOTAL COSTS TO BE PAID OUT OF ESTATE.

COURT OF APPEALS OF MARYLAND

No. 34, April Term 19 44

Robert Harrison, Petitioner

VS.

Richard Lindsay Wilson Prentice, John Philip Manning Prentice, individually and as Executors of the Will of Constence Hart Harrison, and May Figg, Guy Figg, Constance Veronica Figg and People's Dispensary for Sick Animals and Lizzie Ennis.

Appeal from the Circuit Court for Anne Arundel County.
Filed: April 1st, 1944.
June 14th, 1944, Order reversed and cause remanded for further proceedings in accordance with this opinion, the costs to be paid out of the estate of Constance Hart Harrison, deceased.
Opinion Filed. Op.- Delaplaine, J.
July 5th, 1944,. Decree filed.

Appellant's Cost in the Court of Appeals of Maryland,

Record	$ 127.50	
Brief	$ 47.25	
Appearance Fee . . .	$ 10.00	
Clerk's Costs . . .	$ 10.00	$194.75

Appellee's Cost in the Court of Appeals of Maryland,

Brief s. (2)	$ (46.00) (15.00)		
Appearance Fee . . .	$ 10.00		
Clerk's Costs . . .	$ xxxxxx	$71.00	$265.75

STATE OF MARYLAND, Sct:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Cerk and affixed the seal of the Court of Appeals, this ---fourteenth------ *day of* -------July---------- *A. D. 1944.*

Maurice Ogle
Clerk
of the Court of Appeals of Maryland.

Filed July 15, 19

14

Robert Harrison, Petitioner

vs.

Richard Lindsay Wilson Prentice, et al

IN THE

COURT OF APPEALS

OF MARYLAND

April Term, 19 44

No. 34

THE APPEAL in this case, standing ready for hearing, was argued by counsel for the respective parties, and the proceedings have since been considered by the Court.

It is thereupon, this 30th day of June, 19 44, by the **COURT OF APPEALS OF MARYLAND**, and by the authority thereof, adjudged and ordered that the order of the Circuit Court for Anne Arundel County dated the 30th day of March, 1944, be and the same is hereby reversed, and cause remanded for further proceedings in accordance with this opinion, the costs to be paid out of the estate of Constance Hart Harrison, deceased.

Ogle Marbury

Chief Judge for the Court.

Filed: July 5, 1944

Court of Appeals of Maryland

No. 34

April Term, 1944

Robert Harrison, petitioner,

v.

Richard Lindsay Wilson Prentice, John Philip Manning Prentice, individually and as executors of the will of Constance Hart Harrison, and May Figg, Guy Figg, Constance Veronica Figg, and People's Dispensary for Sick Animals, and Lizzie Ennis.

Judge Delaplaine delivered the opinion of the Court.

Walter H. Hart, of Annapolis, died in 1937 leaving an estate appraised at several hundred thousand dollars, consisting principally of a number of parcels of land situated in this State. His will, admitted to probate in the Orphans' Court of Anne Arundel County, appointed Mercantile Trust Company of Baltimore his executor, directed the executor to convert his entire estate into cash, gave each of his daughters, Grace Hart and Constance Harrison, an annuity of $200 per month for a period of ten years, made certain specific bequests, and gave the residue of his estate to the Salvation Army, a body corporate, for the use of its Annapolis branch.

On January 20, 1939, a caveat filed by the daughters was settled by an agreement, which contains the following provisions: (1) that the executor is authorized to sell such parcels of real estate as the daughters and the Salvation Army may in writing direct for the purpose of raising money to pay debts, legacies, taxes and costs of administration; (2) that the daughters will assign their annuities to the

Salvation Army upon its request; (3) that the Salvation Army will thereupon file its election with the executor to receive the real estate remaining unsold "in its unconverted form," so that it will be reconverted and thus remain unaffected by the testator's direction to sell, and become vested in the Salvation Army as sole residuary devisee; (4) that the Salvation Army, after acquiring title to the unsold real estate, will give the daughters one half of the money distributed in the Orphans' Court, and convey to them as tenants in common one half of the real estate at its appraised value, to be selected by lot, the daughters and the Salvation Army drawing alternately, all adjustments of taxes and rents to be made before the Salvation Army conveyed the real estate to them, provided that the total value of money and real estate delivered to them shall not exceed $100,000. On March 20, 1939, Linwood L. Clark, who was bequeathed a stick pin and requested to see that the will "is faithfully carried out with justice to everyone," instituted the pending equity proceedings in the Circuit Court for Anne Arundel County to test the validity of the agreement. The Court, upholding the agreement, ordered the estate to be distributed in accordance with its provisions. On May 3, 1940, the daughters and the Salvation Army applied for a judicial declaration of the proper rate of State inheritance tax payable on the residue. It was finally determined by the Court of Appeals that, when a caveat proceeding has been compromised, the rate of inheritance tax is controlled, not by the provisions of the will, but by the amount received under the terms of the agreement. Hart v. Mercantile Trust Co. of Baltimore, 180 Md. 218, 23 A. 2d. 682.

On March 20, 1942, Mercantile Trust Company reported

that Constance Harrison, whose domicile was in Suffolk County, England, had died and that her will had been probated in Ipswich, and thereupon asked for instruction as to the proper method of determining the interests of the parties under the settlement agreement. At that time the executor had about $40,000 more cash than necessary for payment of debts, legacies, taxes and costs of administration; but it was considered advisable to offer the remaining real estate for sale without waiting for a final decision on the subject. Accordingly, on January 8, 1943, the Chancellor ordered the executor to continue making sales, and to hold the proceeds subject to future determination of the interests of the parties, provided that in such determination "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." Robert Harrison, appellant, filed his petition on February 16, 1944, claiming that his deceased wife, Constance Harrison, left an interest in real estate in Maryland in which he is entitled to share under the law of this State. He alleged that his wife had sued him for divorce but had never obtained a decree, and while he had seven children of his own, she had none. If Mrs. Harrison left any personal estate in Maryland, it would be distributed according to the Act of Parliament, which provides that where a person dies domiciled in England, leaving a wife or husband or dependent child, and leaving a will, "then, if the court * * * is of opinion that the will does not make reasonable provision for the maintenance of that dependent, the court may order that such reasonable provision as the court thinks fit shall * * * be made out of the testator's net estate for the maintenance of that dependent." Inheritance (Family Provision) Act, 1938; Public General Acts of Parliament, 1937-38, ch. 45. For it is recognized that

the transfer of personal property is governed by the lex domicilii. When the owner of personal property dies, the law of the country in which he has his domicile, and not the law of the country in which the property is found, regulates the succession. Noonan v. Kemp, 34 Md. 73; Craig v. Craig, 140 Md. 322, 328, 117 A. 756. But the interest of the surviving spouse in the real estate of a deceased spouse is determined by the lex loci rei sitae. Restatement, Conflict of Laws, sec. 248. The State has plenary power to determine the manner in which real estate therein may be conveyed or devised, and to prescribe the succession in case of intestacy. Bish v. Bish, Md., 31 A. 2d. 348; Roach v. Jurchak, Md., 35 A. 2d. 817.

The Maryland testamentary statute provides that, if in effect nothing passes to the surviving husband under a devise in the will of a deceased wife, he is not barred thereby, whether he makes a renunciation or not, but he takes one third of the real estate as heir and one third of the surplus personal estate, if his wife is survived by descendants; or one half of the real estate as heir and one half of the surplus personal estate, if his wife is not survived by descendants, but is survived by father or mother. Code, art. 93, secs. 318, 330. Our inheritance statute also provides that a surviving spouse shall take as heir the same share in any real property within this State, belonging to the deceased spouse at the time of his or her death, though the deceased spouse dies testate, which the surviving spouse would take in the personal property of a resident spouse dying testate. Code, art. 46, sec. 3. If a wife makes no provision in her will for her husband, no renunciation is necessary in order to receive his lawful share in her estate. Pacholder v. Rosenheim, 129 Md. 455, 99 A. 672; Marriott v. Marriott, 175 Md. 567, 575, 3 A. 2d. 493. Hence, if Mrs. Harrison is survived by her mother, but not by any descendant, her husband is entitled to one half of her real estate. However, the Chancellor

held that she did not leave any interest in real estate in Maryland. The surviving husband is now appealing to this Court from an order sustaining demurrers to his petition.

It is a familiar doctrine of equity that where a testator manifests a clear intention that his real estate shall be sold and the proceeds thereof distributed, the court considers the real estate converted into money at the time of the testator's death, unless there is some provision in the will which postpones the time of conversion. Reiff v. Strite, 54 Md. 298; Talbott v. Compher, 136 Md. 95, 110 A. 100; Miller v. Hirschmann, 170 Md. 145, 148, 183 A. 259. The basis of the doctrine of equitable conversion, under which real estate is considered for certain purposes as personal property, and personal property as real estate, is the intention of the party creating a right in the property, and the maxim "Equity regards that as done which ought to be done." Craig v.Leslie, 3 Wheat. 563, 578, 4 L. Ed. 460, 463; Sands v. Church of the Ascension and Prince of Peace, Md. 30 A. 2d. 771, 776. In order that the doctrine may apply, there must be an absolute obligation to convert either immediately or at a future time. A discretionary power, or mere expression of desire that a sale be made, is not sufficient. But if the direction to sell is mandatory, the doctrine of Equitable conversion is not inapplicable merely because the time or manner of conversion is within the discretion of the person directed to make it. Ford v. Ford, 70 Wis. 19, 33 N.W. 188. The allowance of ten years which the testator gave the executor to which to convert all the property into money, and the testator's direction to convert the estate into cash "as Promptly as may be done" did not prevent the direction from being imperative, but resulted in an equitable conversion at the time of the testator's death.

However, even though real property may be constructively converted, the person entitled to the beneficial interest may elect to make the property and thus cause a reconversion. This principle is founded upon the presumption that the power to sell and con-

vert into money is given by the testator for the benefit of the recipients of his bounty, and is not intended to prevent the beneficiaries from taking the land itself, if they so elect before the sale has actually been made. Reconversion is the result of an election expressly made by the person entitled to the property or inferred by a court of equity. The beneficiaries may make the election either by application to the court of equity or by unequivocal acts or declarations clearly manifesting a desire to reconvert. Gerling v. Wyand, 147 Md. 117, 127 A. 486; Harman v. Hurst, 160 Md. 96, 153 A. 24; Mellen v. Mellen, 139 N.Y. 210, 34 N.E. 925, 928; Strickler v. Byrd, 171 Va. 347, 198 S.E. 918, 130 A. L. R. 1407. In this case there is no doubt that the beneficiaries elected to reconvert. Their agreement of settlement explicitly states that the unsold real estate shall be considered as reconverted into its actual form as real estate. A compromise agreement between contesting beneficiaries to take real estate, which the testator ordered to be sold, in order to make a settlement of their interests, is sufficient to evidence an intention to reconvert. Bouslough v. Bouslough, 306 Ill. 24, 137 N.E. 517; 4 Pomeroy, Equity Jurisprudence, 5th Edition, sec. 1177. This agreement had the effect of defeating the executor's power of sale as given by the will. Hadesty v. Hadesty, 331 Pa. 81, 200 A. 6; 5 Thompson on Real Property, Permanent Edition, sec. 2731. It is true that the daughters and the Salvation Army authorized the executor to sell any parcels which they may direct in writing to be sold for payment of debts, legacies, taxes and costs of administration; but in this very way they established their joint control over the disposition of the property. None of the pieces of property could be sold by the daughters alone or the Salvation Army alone, or by the executor without their joint direction. The beneficiaries elected, not to have the properties sold in accordance with the mandate of the will, but to have it sold in accordance with their own desires. After the beneficiaries rejected the terms of the will

terms of the will
in respect to the manner of sale, and mutually agreed to change the/ in this respect, the contention that there was no reconversion is untenable. Kaufman v. Kaufman, 226 Mo. App. 172, 43 S.W. 2d. 879, 881.

The beneficiaries in this case were sui juris. It is a general rule that all persons who are sui juris, and who have the exclusive beneficial interest in real property constructively converted, may elect to take the property in its actual condition. Wyatt v. Stillman Institute, 303 Mo. 94, 260 S.W. 73; 18 C.J.S., Conversion, sec. 55. It was insisted by counsel that the Salvation Army did not have the right to enter into the compromise agreement because the testator gave the residue of his estate for a charitable use and that the taking of real estate, instead of money, by the Salvation Army would be inconsistent with the testator's wishes. We cannot accept that view because (1) the will distinctly states that the residue may be either real estate or personal property and either corpus or income, and (2) the question is foreclosed by the decree of November 9, 1939, sustaining the validity of the agreement. It is unquestioned that the right to reconvert must be exercised in an unequivocal manner, so as to leave no doubt of the intention of the beneficiaries. But the daughters and the Salvation Army unequivocally indicated their intention to elect to take the real estate. The daughters are bound to assign their annuities to the Salvation Army, and the Salvation Army is bound to file its election to receive the real estate remaining unsold.

It appears from the record that the agreement of settlement was signed, sealed, witnessed and acknowledged as the act and deed of the parties. It is elementary that where an agreement has been entered into by competent parties, it is not within the power of either party to rescind it without an option to do so or without the consent of the other party, in the absence of fraud, duress or undue influence, or unless the equities are such that he should not be permitted to enforce it. A meeting of the minds is required, not only to make a contract, but also to rescind

or modify it after it has been made. Vincent v. Palmer, 179 Md. 356, 19 A. 2d. 183. It is conceded that the daughters have not assigned their annuities, and the Salvation Army has not filed its election to take the real estate. But these are formal provisions which the beneficiaries prescribed to chart the course of their procedure until the estate is finally settled, and their delay in following the required steps does not vitiate the agreement. It is the opinion of this Court that a change in the order of procedure, and not a revocation of the agreement, was mutually agreed upon by the parties with the sanction of the Chancellor. While Constance Harrison's annuity expired at her death, her sister will be required to assign her annuity before final settlement is made. The several properties, or their equivalent in money, must be drawn by lot, unless the parties agree to adopt some other plan of settlement. The Salvation Army is required to deliver to the daughters the amounts received from the sales, and not the appraised values, and also the rents to which they are entitled.

Inasmuch as a reconversion was caused by the agreement of settlement, Constance Harrison left an interest in real estate which passes under the Maryland law of descent, rather than distribution, upon the death of the beneficiary. Hadesty v. Hadesty, 331 Pa. 81, 200 A. 6. We must, therefore, reverse the order sustaining the demurrers to her husband's petition.

Order reversed, and cause remanded for further proceedings in accordance with this opinion, the costs to be paid out of the estate of Constance Hart Harrison, deceased.

Filed June 14, 1944.

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

Filed Aug. 1st, 1944

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Dr. Linwood L. Clark vs. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, et al in ac.

Executor's Commissions Waived			
To Executor for Court costs, viz:			
Auditor - stating this account			96 00
To Executor for Expenses, viz:			
Capital-Gazette Press - advertising sales and order nisi - 6/19 - 11/23/43	16	75	
Capital-Gazette Press - subscription	1	10	
Capital-Gazette Press - Order Nisi this acct.	5	00	
Miscellaneous Expense - affidavits, fees for cashier's checks, supplies, telephone toll charges, etc.	18	61	
Postage and transportation	4	09	
Clerk of Court - recording Jacobs deed	4	00	
Clerk of Court - order to sell truck	1	50	
Documentary stamps on deeds	127	25	
J. R. McCrone, Jr.- surveys, plats and descriptions of various properties	189	00	
Robt. J. MacGregor - legal services	25	00	
Baltimore Blue Print Co. - 2 blue prints		40	
Grace Hart - Office rent for Aug., 1943	50	00	
Hooper, Polk & Purnell, Inc. - fire insurance on all properties	133	74	
Hooper, Polk & Purnell, Inc. - War damage insurance	81	06	
Hooper, Polk & Purnell, Inc. - one year's public liability insurance to 12/15/44	96	06	
Annapolis Dairy Products Co. - coal for Admiral Apartments	82	06	
J. B. Wailes & Sons Co. - coal for Garland Apartments	410	00	
Annapolis Storage Co. - hauling office furniture to Baltimore	97	85	
Strippy Storage & Moving Co. - hauling household goods to Baltimore	90	59	
Personal Delivery Service - drayage of personal effects to King Charles Place	2	06	
Amounts paid to James Gantt and Mrs. J. W. Nichols as reimbursement for advances	15	10	
Grace Hart - coal and janitor service for Admiral Apartments -9/24 to 11/12/43	136	00	
Cons. Gas Electric Light & Power Co. - electricity 5/30 - 10/30/43	26	93	
C. & P. Telephone Co. - service from 5/25 to 9/26/43	28	90	
Salaries paid by Executor to various employees less Social Security and Withholding Taxes	720	83	
Collector of Internal Revenue - social security tax due by employer & employees	16	12	
Collector of Internal Revenue - Withholding taxes on wages of employees	14	05	
Maryland Unemployment Compensation Fund - employer's contribution 6/30/43 -3/31/44	7	18	
Expenses incurred by Executor in connection with management of real estate, including material and supplies, labor, repairs, replacements and all maintenance expense	738	55	
			3,090 28

To Executor for Taxes, viz:				
1943 State and County Taxes on real estate	948	18		
1943 State and County Taxes on personalty	198	37		
1943 Annapolis City & Metropolitan Sewerage Commission taxes on real estate	842	19		
1943 Annapolis City taxes on personalty	75	39		
Register of Wills - State Tax on commissions of 1/5 of 1% of $70,021.47 additional estate accounted for	140	04	2,204	17
To Executor for Benefit Charges, viz:				
Annapolis Water Co. - metered water from 6/30/43 to 3/31/44	332	54		
Anne Arundel County Sanitary Commission - metered water for various properties	86	10		
Anne Arundel County Sanitary Commission - 1944 water main & sewer charges on various properties	69	60		
			488	24
To Executor for following distribution, viz:				
GRACE HART - distribution in accordance with agreement dated 1/23/39 and Decree of Court of 10/7/43	17,500	00		
GRACE HART - distribution in accordance with decree of Court of 1/4/44	9,298	24		
GRACE HART - final distribution in accordance with Decree of Court of 1/21/44	3,533	11	30,331	35
WM. J. McWILLIAMS and EUGENE P. CHILDS, Admrs. C.T.A. of the Estate of Constance Hart Harrison, deceased - distribution in accordance with agreement dated 1/23/39 and Decree of Court of 10/7/43	17,500	00		
WM. J. McWILLIAMS and EUGENE P. CHILDS, Admrs. C.T.A. of the Estate of Constance Hart Harrison, deceased, - distribution in accordance with Decree of Court of 1/4/44	9,298	24		
WM. J. McWILLIAMS and EUGENE P. CHILDS, Admrs. C.T.A. of the Estate of Constance Hart Harrison, deceased, - final distribution in accordance with decree of 1/21/44	3,533	11		
			30,331	35
THE SALVATION ARMY - distribution in accordance with agreement dated 1/23/39 and Decrees of Court dated 10/7/43 and 2/11/44, respectively			60,000	00
BALANCE RETAINED BY EXECUTOR FOR FURTHER ACCOUNTING			26,432	62
			153,023	51

with Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased. Cr.

1943						
Sept.	8	Amount of personal property and estate retained by Executor as shown by Third Account of the Auditor filed on 11/8/43			83,002	04
		Amount of gain over inventory from sale of 3 shares, no par, The Annapolis Daity Products Company, Com., sold per Order of Court 3/10/43			2	95
		Proceeds of sale of the following real estate as per Reports of Sales ratified:				
		204 Claude St., Wardour, Md.	3,800	00		
		208 Claude St., Wardour, Md.	4,000	00		
		209 and 211 Severn Ave., Eastport, Md	3,000	00		
		Lot and improvements on Spa Creek, Eastport, known as "Ten Oaks"	10,300	00		
		The Admiral Apartments (219 Hanover St. and 3 Maryland Ave., Annapolis	18,000	00		
		306, 308, 310, 312, 314 and 316 West St., Annapolis, with two lots on east side of Division St.	14,400	00		
		517 Second St., Eastport	1,568	00		
		512 Third St., Eastport	2,250	00		
		207 Severn Ave., Eastport	1,425	00		
		Lot on Spa Creek and east side of new State Highway, Eastport	1,000	00		
		Lot corner of Severn Ave. and Sixth St., Eastport, Md.	1,250	00		
					60,993	00
		Amount of gross rent receipts from various properties, as set forth in Executor's Report filed 6/17/44			7,851	42
		Amount received in adjustment of taxes, revenue stamps, house and water rents, etc, on sale of following properties:				
		204 Claude St., Wardour	6	49		
		208 Claude St. "	63	06		
		209 & 211 Severn Ave., Eastport	40	78		
		Lot and improvements on Spa Creek, Eastport, known as "Ten Oaks"	139	88		
		The Admiral Apartments (219 Hanover St. and 3 Maryland Avenue) Annapolis	102	33		
		306,308, 310, 312, 314 and 316 West Street, Annapolis	344	77		
		517 Second Street, Eastport	15	38		
		512 Third St., Eastport	5	34		
		207 Severn Ave., Eastport	19	84		
		Lot on Spa Creek and State Highway	6	27		
		Lot corner of Severn Avenue and Sixth Street	11	06		
					755	20
		Amount of return premiums from on cancellation of fire insurance on various properties sold			149	88

LEDGER 74 PAGE 34

Amount of return premiums on Workman's Compensation policy (payroll audit of 6/25/43)		161	81
Amount of return premium on bond of Dorothy E. Mitchell cancelled 9/14/43		5	00
Amount of return premium on plate glass insurance on 12 Church Circle		5	54
Amount of return premium on public liability insurance on various properties		59	53
Amount of return premium on War Damage insurance on various properties		37	14
		153,023	51

ORDER NISI LIBER 74 PAGE 35

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 Aug. 1, 1944

ORDERED, This 1st day of August, 1944, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd 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 2nd day of September next.

John H. Hopkins 3d Clerk.

Filed 15th April 1946

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of April, 1946 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jan Clark

18.

OFFICE OF
Evening Capital
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1944

We hereby certify, that the annexed Order Nisi Aud Acct. Eq. 7782 Linwood L. Clark vs. Merc. Trust Co.

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 2nd day of September, 1944 The first insertion being made the 2nd day of August, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By Helene P. White

ORDER NISI

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

LINWOOD L. CLARK
vs
MERCANTILE TRUST COMPANY of Baltimore, Executor of Walter H. Hart, et. al.

Ordered, this 1st day of August, 1944, that the report and Account of the Auditor, filed this day in the above entitled cause be ratified and confirmed, unless cause to the contrary be shown on or before the 2ND 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 2nd day of September next.

JOHN H. HOPKINS 3RD, Clerk

True copy,
Test: JOHN H. HOPKINS 3RD, Clerk.
a-16

Filed April 9, 1946

No. E. C. 4484

17

LINWOOD L. CLARK, Plaintiff	:	IN THE
	:	CIRCUIT COURT
- vs -	:	FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased, et al., Defendants	:	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 by contract in writing, attached to its report filed in the Orphans' Court for Anne Arundel County in or about the month of August 1939, sold Lot No. 54 in Ferry Farms, Anne Arundel County, Maryland, to Mrs. C. Ford Seeley, at and for the price of one thousand dollars; such contract providing for a deposit of one hundred dollars, which your petitioner received from Mrs. Seeley. Said contract also provided that upon default being made by the purchaser that your petitioner should have the option of either rescinding the contract and retaining the cash deposit of one hundred dollars, or taking such steps as to it seemed appropriate to specifically enforce said contract.

Filed Sept. 23, 1944

2. That said sale was duly reported to the Orphans' Court for Anne Arundel County and by said Court finally ratified on September 26, 1939.

3. That Mrs. C. Ford Seeley, the purchaser of said lot, failed to consummate her sale after the ratification thereof by the Orphans' Court for Anne Arundel County, and your petitioner

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in its third administration account filed in this Court in or about the month of June 1940 forfeited the deposit made by her on account of such purchase and reported the same as an asset of its estate, and thereby canceled such contract.

4. That your petitioner has now conveyed said property to The Salvation Army, the residuary legatee and devisee under the will of the said Walter H. Hart, which has since agreed to sell the same to another purchaser, at and for the price of eight hundred dollars; that said purchaser has refused to accept title unless this Honorable Court, which now has sole and complete jurisdiction over the estate of the said Walter H. Hart, deceased, rescind such final order of ratification of the Orphans' Court for Anne Arundel County.

WHEREFORE, your petitioner prays this Honorable Court to pass an order rescinding the order of September 26, 1939 passed by the Orphans' Court for Anne Arundel County, ratifying and confirming the sale hereinabove referred to.

AND your petitioner, etc.

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

By G. E. Kellenberger
Assistant Trust Officer.

Venable, Baetjer & Howard
Solicitors.

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 21st day of September, 1944, 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 oathin 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 -	:	CIRCUIT COURT
MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the estate of Walter H. Hart, deceased, et al., Defendants	:	FOR ANNE ARUNDEL COUNTY
	:	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 this 27th day of September, 1944, upon the foregoing petition and affidavit, that the Order of the Orphans' Court for Anne Arundel County passed by it on the 26th day of September, 1939, ratifying and confirming the sale of Lot No. 54 in Ferry Farms to Mrs. C. Ford Seeley, be and the same is hereby rescinded; this Court by its Decree dated November 9, 1939 having meantime assumed jurisdiction over the entire estate and property of said decedent, and the rescission of said Order being necessary in order to make the title to said property good and merchantable.

Filed Sept. 27, 1944

Rigby P. Melvin
JUDGE.

LINWOOD L. CLARK	:	No. 7782 Equity.
VS.	:	In the
MERCANTILE TRUST COMPANY OF BALTIMORE, EXECUTOR OF WALTER H. HART, ET AL.	:	Circuit Court for Anne Arundel County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Mercantile Trust Company of Baltimore, Executor of the Last Will and Testament of Walter H. Hart, Deceased, respectfully shows unto your Honors.

FIRST. That pursuant to the power and authority contained in the Last Will and Testament of Walter H. Hart, deceased, and to an order of this Honorable Court passed on the 22nd dayof October, 1940, after complying with all the terms of said order, your Petitioner did offer for sale, and did sell at public sale to Philip Van Horn Weems at and for the price of $5700.00 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 feet, more or less, with a depth Northwesterly of 86 feet, more or less, and known as the Hammond House, the improvements thereon being known as Nos. 131 and 133 Charles Street, Annapolis, Maryland, which sale was ratified by this Honorable Court on the 6th day of February, 1941, all of which will appear in the Report of Sale filed by your Petitioner on the 27th day of December, 1940.

Filed Dec. 7, 1944

SECOND. That by an order of this Honorable Court passed on the 18th day of April, 1941, Philip Van Horn Weems, Jr. was substituted as purchaser of said property.

THIRD. That your Petitioner executed a deed conveying the property to Philip Van Horn Weems, Jr., dated April 22, 1941, and recorded among the Land Records of Anne Arundel County in

Liber J.H.H. No. 221 folio 511, which deed contains an erroneous description referring to the property conveyed as being the same property that 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, when it was intended, and the purchaser understood that he was purchasing a part or portion of this property and not the whole tract.

FOURTH. Philip Van Horn Weems, Jr., unmarried, by deed dated November 15, 1941, and recorded among the Land Records as aforesaid in Liber J.H.H. No. 250 folio 13, conveyed the property, as conveyed to him, to Stanley J. Reynolds who is now the present title holder; the said Reynolds understood that he was purchasing the property known as the Hammond House and not the whole tract as referred to in the preceding paragraph.

FIFTH. Your Petitioner, in attempting to make sale of other property in King Charles Place, has been advised of the erroneous description in the deed to Weems, and to cure any title defect and clearly define the property now titled in the said Stanley J. Reynolds and establish its lines, has requested the said Reynolds to re-convey the property to your Petitioner, and your Petitioner has promised and agreed to convey to the said Reynolds the property which he purchased with a correct description.

NOW, THEREFORE, YOUR PETITIONER prays your Honors to pass an order in the premises authorizing and permitting said Stanley J. Reynolds to re-convey the property to your Petitioner, and that it be directed and authorized to convey to the said Reynolds his property by the proper and accurate description.

AND, as in duty bound, etc.

MERCANTILE TRUST COMPANY OF BALTIMORE,
EXECUTOR

BY W. E. Greenberger
Asst Trust Officer

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 6th day of December, 1944, before the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. E. Hellenberger, Asst. Trust Officer of the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, and made oath in due form of law that the facts stated in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal,

A. Di Paula
NOTARY PUBLIC

I, Stanley J. Reynolds, have read the above petition and I hereby consent to the passage of an Order by this Honorable Court, as prayed.

Stanley J. Reynolds

ORDER OF COURT.

Upon the aforegoing Petition, and the consent of Stanley J. Reynolds, it is this 8th day of December, 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED, that Stanley J. Reynolds is hereby permitted and authorized to re-convey said property to your Petitioner, and that it is hereby directed and authorized to convey to the said Stanley J. Reynolds the property sold to him by a proper and accurate description of the same.

Filed Dec. 8, 1944

Ridgely McIlvain
C. J.

No. 7782 Equity.

.....

LINWOOD L. CLARK,
Plaintiff

Vs.

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of Walter H. Hart, deceased, et al.

.....

Mr. Clerk:

Please enter the exceptions to ratification of sale filed on July 19, 1943, "dismissed"

George D. Bullman
Attorney for James E. Emerick and Stanley J. Reynolds

Filed Dec. 21 1944.

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LINWOOD L. CLARK, : IN THE CIRCUIT COURT

Plaintiff, : FOR ANNE ARUNDEL COUNTY

vs :

No. 7782 - In Equity

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.

.....

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 Dec. 28, 1944

All those five lots or parcels of ground in the City of Annapolis, Anne Arundel County, Maryland, sold to Samuel B. Dove and Rosa E. Dove, his wife, at and for the price of $18,000.00, subject to a commission of five per cent payable to Carl S. Thomas, Real Estate Broker, Annapolis, Maryland, of which $1,000.00 has heretofore been paid and the balance of $17,000.00 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:

1. Beginning for the first thereof at a point in the center line of King Charles Place 93 feet northwest from the northwest line of Charles Street and thence running in a northeasterly direction 70.5 feet, thence northwesterly 6.7 feet to a post, thence southwesterly 6 feet to a fence corner, thence northwesterly 33.5 feet, thence southwester-

ly 65 feet to the center line of King Charles Place, thence southeasterly along the center line of King Charles Place 40 feet to the point of beginning; improved by a two story dwelling known as No. 4 King Charles Place.

2. Beginning for the second thereof at a point in the center line of King Charles Place 113 feet northwest from the northwest line of Charles Street and thence running in a southwesterly direction 100.1 feet, thence northwesterly 32 feet, thence northeasterly 99.5 feet to the center line of King Charles Place, thence southeasterly along the center line of King Charles Place 29 feet to the point of beginning; improved by a two story dwelling known as No. 5 King Charles Place.

3. Beginning for the third thereof at a point in the center line of King Charles Place 133 feet northwest from the northwest line of Charles Street and thence running in a northeasterly direction 65 feet, thence northwesterly 33.7 feet, thence southwesterly 65.3 feet to the center of King Charles Place, thence southeasterly along the center line of King Charles Place 33.7 feet to the point of beginning; improved by a two story dwelling known as No. 6 King Charles Place.

4. Beginning for the fourth thereof at a point in the center line of King Charles Place 142 feet northwest from the northwest line of Charles Street and thence running in a southwesterly direction 99.5 feet, thence northwesterly 29.5 feet, thence northeasterly 28.8 feet, thence northwesterly 10 feet, thence northeasterly 70.9 feet to the center line of King Charles Place, thence southeasterly along the center line of King Charles Place 39.5 feet to the point of beginning; improved by a two and one-half story dwelling known as No. 7 King Charles Place.

5. Beginning for the fifth thereof at a point in the center line of King Charles Place 166.7 feet northwest from the northwest line of Charles Street and thence running in a northeasterly direction 65.3 feet, thence northwesterly 29 feet, thence southwesterly 65.5 to the center line of King Charles Place, thence southeasterly along the center line of King Charles Place 29 feet to the point of beginning; improved by a two story dwelling known as No. 8 King Charles Place.

All of said several lots are 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 and Surveyor, which said amended plat is recorded in Cabinet 3 Rod E-4, Plat 18, among the Plat Records of Anne Arundel County.

That this Reportant further says that said sale was fairly made and in the opinion of this Reportant for the best price obtainable and that said sale has been approved by all interested parties.

WHEREFORE, your Reportant prays this Honorable Court to ratify and confirm said sale.

Mercantile Trust Company of Baltimore

By J. E. Kellenberger
Assistant Trust Officer

Venable, Baetjer & Howard
Solicitors

STATE OF MARYLAND, BALTIMORE CITY, To-Wit:

I HEREBY CERTIFY, That on this 22nd day of December, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Gordon E. Kellenberger, and made oath in due form of law that the sale herein reported was fairly made.

WITNESS my hand and Notarial Seal.

A. DiOrula
Notary Public

CONTRACT OF SALE—FEE SIMPLE

LIBER 74 PAGE 46

This Agreement,

Made this 11th day of October, 19 43,

between

and **MERCANTILE TRUST COMPANY OF BALTIMORE,** Executor of the Estate of Walter H. Hart, deceased (hereinafter called "Vendor"),

and Samuel B. Dove and Rosa E. Dove, 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 ~~Baltimore City, known as~~ The City of Annapolis, Anne Arundel County, Maryland, known as 4, 5, 6, 7, and 8 King Charles Place (as shown on attached blue print),

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 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.

The Vendor agrees to pay unto Carl S. Thomas, licensed real estate broker, a commission of 5% or $900.00 upon final consummation of this sale.

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,**

TRUST OFFICER By _____ Vice-President

Test: _____ _____ (SEAL)

_____ _____ (SEAL)

23

ORDER NISI

Linwood L. Clark, Plaintiff
vs.
Mercantile Trust Company of Baltimore
Executor Walter H. Hart, deceased, et al
~~versus~~ Petition
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 28-th day of December, 1944, That the private sale of the property mentioned in these proceeding made and reported by Mercantile Trust Company of Baltimore, ~~Trustees~~ Executor of the Estate of Walter H. Hart, deceased

Filed Dec. 28, 1944

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of January next.

The report states that the amount of sales to be $18,000.00

24

John H. Hopkins, 3rd. Clerk.

True Copy,

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 17, 1945

We hereby certify, that the annexed Order Nisi Eq. 7782 Linwood L. Clark vs. Grace 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 30 day of January, 1945. The first insertion being made the 30 day of December, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

25

By H. White

No. E. C. 7520

ORDER NISI

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

LINWOOD L. CLARK, Plaintiff
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 28th day of December, 1944, 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 JANUARY NEXT;

provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of January next.

The report states that the amount of sales to be $18,000.00.

JOHN H. HOPKINS, 3RD, Clerk.
True Copy.
Test: JOHN H. HOPKINS, 3RD, Clerk

Filed Feby 14, 1945

TEST: ..... Clerk.

LIBER 74 PAGE 48

(Final Order)

.....

.....

versus

.....

.....

.....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

ORDERED BY THE COURT, This 23rd day of July, 1945

that the sale made and reported by the ~~Trustee~~ Executor aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Executor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Jam Clark

26

Filed Feb. 23, 1945

LINWOOD L. CLARK,	:	IN THE CIRCUIT COURT
Plaintiff,	:	
- vs -	:	FOR ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY OF BALTIMORE, et al.,	:	No. 7782 - Equity
Defendants.	:	

.....

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 forty-five thousand dollars not needed by it in the administration of its estate and therefore subject to distribution.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing it to make distribution of such sum of forty-five thousand dollars to The Salvation Army, the residuary legatee and devisee under the will of said decedent; the claims of all other parties having been fully paid and discharged.

AND your petitioner, etc.

Filed March 13, 1945

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

By [signature]
Assistant Trust Officer

Venable, Baetjer & Howard
Solicitors.

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

I HEREBY CERTIFY, That on this 12th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Gordon Kellenberger, Assistant Trust Officer of the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, and madeoath in due form of law that thematters 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.

Notary Public.

.....

Filed 19th March 1945

ORDERED by the Circuit Court for Anne Arundel County, In Equity, this 16th day of March, 1945, 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 make distribution of the sum of forty-five thousand dollars to The Salvation Army, sole residuary legatee and devisee under the will of Walter H. Hart, deceased.

JUDGE.

Mercantile Trust Company of Baltimore, Executor.	(	No. 7782 Equity
	(	In the
	(	Circuit Court
vs.	(	for
	(	Anne Arundel County
James B. Hopkins and Irma E. Hopkins, his wife	(	

To the Honorable, the Judges of said Court.

(1) That heretofore the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, acting under authority contained in an Agreement between Grace Hart, et al and the Salvation Army dated January 23, 1939 which Contract was affirmed by the Circuit Court for Anne Arundel County and on November 9, 1939 said Court assumed jurisdiction of said estate and sold a certain property known as No. 516 Severn Avenue to James B. Hopkins and Irma E. Hopkins, his wife, at and for the sum of twenty-five hundred dollars ($2500.00), said property being described as follows:

Filed March 23, 1945

"Beginning for the same on the North side of Severn Avenue at a point located North 60 degrees East 47 feet from the Northeast side of Sixth Street extended, (as shown on a plat of Eastport by John Duvall,) said point of beginning also being the Southeasternmost corner of a lot of ground conveyed to James B. Hopkins by Jennie T. Riley in 1930, as recorded in the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 36 folio 472; thence running at right angles of Severn Avenue 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 Avenue North 60 degrees East 31 feet; thence at right angles on a division line between 516 and 514 of Severn Avenue and parallel to the first line of this description South 30 degrees East 150 feet to the North side of Severn Avenue, said point also being a Southwest corner of a concrete wall; thence running with the North side of Severn Avenue South 60 degrees West 31 feet to the place of beginning. Being known as 516 Severn Avenue as surveyed by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in February 1943."

(2) That said sale was duly reported to the Court on March 1, 1943 and finally ratified by said Court on April 9, 1943.

(3) That said James B. Hopkins and Irma E. Hopkins, his wife, paid upon the execution of the contract the sum of five hundred dollars ($500.00).

(4) That your petitioners are anxious to settle said estate and have demanded of the said James B. Hopkins and Irma E. Hopkins, his wife that they fulfill the terms of their contract by paying the balance due thereon and accepting a deed for said property.

(5) That your petitioners have performed all of the requirements of said contract on its' part to be performed, but the said James B. Hopkins and Irma E. Hopkins, his wife, refuse to pay over the balance due under said Contract and accept a deed therefore.

To the end therefore,

That the Agreement be specifically enforced, and the said James B. Hopkins and Irma E. Hopkins, his wife, be required to pay the balance due under said contract and a deed be executed and delivered to them conveying said property in fee simple. Upon the default of the said James B. Hopkins and Irma E. Hopkins, his wife, in the payment of said balance due, that said property be sold at the risk of the said James B. Hopkins and Irma E. Hopkins, his wife,

Respectfully submitted.

Eugene R. Childs
Solicitor for Petitioners.

Filed 23, March 1943

Ordered by the Circuit Court for Anne Arundel

County, this 23rd day of March in the year 1945, on the aforegoing Petition that James B. Hopkins and Irma E. Hopkins, his wife, show cause on or by the 9th (9th) day of ~~March~~ April next, why the prayer of the above petition should not be granted, provided a copy of this Petition and Order be served upon the said James B. Hopkins and Irma E. Hopkins, his wife, on or by the 28th day of March next.

Jas Elliott
Judge.

THIS DEED, made this sixteenth day of November in the year nineteen hundred and one by Emily T. Enevich and John W. Enevich, her husband, of the first part, the Annapolis Savings Institution a body corporate, of the Second part, and George E. Wilson of the third part all of Anne Arundel County in the State of Maryland, Witnesseth:

That for and in consideration of the sum of Five Dollars, current money in hand paid by the said George E. Wilson to the said parties of the first and second parts, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations them thereunto moving the said parties of the first and second parts have bargained and sold and by these presents do grant and convey unto the said George E. Wilson his heirs and assigns, in fee simple, all that lot piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, aforesaid, and located on the north west side of Severn Avenue as laid down on the plat of Horn Point, now Eastport made by John Duvall, Esquire, Surveyor, on the thirtieth day of September in the year eighteen hundred and sixty-eight and described as follows; that is to say:

Filed March 3, 1945

BEGINNING for the same at a point on the north west side of Severn Avenue distant two hundred and thirty three feet and one inch from the west corner of said Severn Avenue and Second Street, in a southwest direction thence with the northwest side of Severn Avenue and in a southwest direction for the distance of eighteen feet and six inches, thence at right angles to said Severn Avenue and in a north west direction for the distance of one hundred and fifty feet, thence at right angles and in a north east direction for the distance of eighteen feet and six inches thence at right angles and in a south east direction for the distance of one hundred and fifty feet to the point of beginning.

Being a part of the same property conveyed by Henry Clark to the said Emily T. Enevich by deed dated on the thirteenth day of July in the year eighteen hundred and ninety seven and recorded among the land records of Anne Arundel County in Liber G.W. No. 6 folio 393 &c.

3

The said the Annapolis Savings Institution party of the second part unites in this deed for the purpose of releasing the property hereby conveyed from the operation and effect of a mortgage thereon from said parties of the first part dated on the thirty-first day of May in the year eighteen hundred and ninety-eight and recorded among the land records aforesaid in Liber G.W. No. 10, folio 115 &c.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the above described lot of ground with its appurtenances unto and to the proper use and benefit of him the said George E. Wilson, his heirs and assigns in fee simple.

And the said the Annapolis Savings Institution doth hereby constitute and appoint Eugene Worthington its agent and attorney in its name to acknowledge the aforegoing deed to be the act and deed of the said the Annapolis Savings Institution.

Witness the hands and seals of the said parties of the first part and the hand of T. Harris Forbes the President of the said Annapolis Savings Institution and the corporate seal thereof attested by Eugene Worthington its Secretary and Cashier.

Test: Eugene Worthington
Cashier & Secretary
(CORPORATE SEAL)

Emily T. Enevich (Seal)

J.H. Forbes (Seal)
President of Annapolis Savings Institution

John W. Enevich (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this sixteenth day of November in the year nineteen hundred and one before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared the above named Emily T. Enevich and acknowl-

edged the aforegoing deed to be her act and deed and at the same time personally appeared Eugene Worthington, Agent and Attorney of Annapolis Savings Institution appointed by the aforesaid instrument and acknowledged the aforegoing deed to be the act and deed of the said the Annapolis Savings Institution.

Witness my hand and seal Notarial.

(NOTARY SEAL) T. Roland Brady, Notary Public

State of Pennsylvania, City of Philadelphia, Sct:

I hereby certify that on this 18th day of November in the year nineteen hundred and one before me, the subscriber, a Notary Public of the State of Pennsylvania in and for the City of Philadelphia, personally appeared the above named John W. Enevich and acknowledged the aforegoing deed to be his act and deed.

(Notary Seal) M. Hawley McLanahan, Notary Public
Commission expires January 14, 1905.

Recorded 22 November 1901.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 24, folio 26, one of the land record books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 23rd day of March, A.D. 1945.

John A. Hopkins 3rd. Clerk.

THIS DEED, made this eighth day of November in the year one thousand nine hundred and one (1901) by and between John W. Enevich of Annapolis, State of Maryland, and Emily T. his wife, of the first part, and Walter H. Hart, of the City of Philadelphia, State of Pennsylvania, party of the second part,

Witnesseth, that in consideration of One Dollar ($1.00), and other valuable considerations, the said parties of the first part do grant unto the said parties of the second part, his heirs heirs and assigns, in fee simple, all that certain lots or piece of ground with the buildings & improvements situate lying and being in the County of Anne Arundel State of Maryland, and described as follows, that is to say:

Beginning for the -- all those lots of ground lying on the south side of Spa Creek opposite the City of Annapolis, part of a tract of land called "Barbers Farm" or "Horn Point Farm" which said lots were conveyed to the said Henry Clark by the following conveyances, recorded among the Land Records of Anne Arundel County as below, set forth namely: a deed from George Lovell recorded in Liber S.H. No. 23 folio 251; a deed from Philip E. Mitchell and wife recorded in Liber S.H. No. 30, folio 507, a deed from Ezekiel Mitchell and wife, recorded in Liber S.H. No. 24 folio 127, a deed from Thomas Coulter, and wife recorded in Liber S.H. 25 folio 280, a deed from H.H. Lockwood and wife recorded in Liber S.H.No. 30 folio 410, and a deed from George A. Culver, Trustee, recorded in Liber S.H. No. 40 folio 297, Excepting Therefrom nevertheless the portion of said property heretofore sold by said Henry Clark and wife to Frederick Lang on the twenty seventh day of July eighteen hundred and ninety four and conveyed to said Lang by Deed recorded in Liber S.H. No. 48 folio 60, and also excepting therefrom lot No. 255 mentioned and described in said deed from Culver, Trustee, which said lot No. 255 is reserved unto the said Henry Clark. The said lots being bounded on the north by Spa Creek on the north each by land of Lang on the south east by Severn Avenue and land of William H. Burns, on the west by Barbers lane, and also land of William H. Burns, excepting thereout

Filed March 23, 1945

(2)

two lots respectively 31 and 37 feet in width facing Severn Avenue and extending in depth of these widths 150 feet ft. Being the same premises which Henry Clark by Indenture dated the 13th day of July 1897 and recorded in Anne Arundel Co. on the 13th day of July, 1897, in Liber G.W. No. 6 folio 393, etc., granted and conveyed unto Emily T. Enevich in fee.

And also all the right, title and interest of the said party of the first part, in and to the bed of Second Street as laid out on a certain plan of Lots identified by the sigantures of the parties hereto, and extending from Spa Creek into Severn Avenue, Subject, nevertheless, to the operation and effect of a certain mortgage from the said parties of the first part to the Annapolis Institution for $1200 & recorded in Liber G.W. No. 10 folios --- Land records of said County,

Together with the buildings and improvements thereupon erected made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots and buildings and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Walter H. Hart, his heirs and assigns, forever in fee simple.

And the said grantors for themselves their heirs covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Test: T. Roland Brady

Emily T. Enevich (Seal)

John W. Enevich (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this eighth day of November in the year one thousand nine hundred and one before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid personally appeared Emily T. Enevich and John W. Enevich, her husband, and each acknowledged the foregoing Deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

T. ROLAND BRADY
NOTARY PUBLIC

RECORDED 13 November 1901.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 23 folio 45, one of the land record books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 23rd day of March, A.D. 1945.

John W. Hopkins, 3rd. Clerk.

THIS DEED, made this sixteenth day of November in the year nineteen hundred and one by Emily T. Enevich and John W. Enevich, her husband of the first part, The Annapolis Savings Institution, a body corporate of the second part, and Thomas S. Mackabee of the third part, all of Anne Arundel County in the State of Maryland, Witnesseth:

That for and in consideration of the sum of Five Dollars, current money in hand paid paid by the said Thomas S. Mackabee to the said parties of the first and second parts, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good and valuable considerations/them unto moving the said parties of the first and second parts have bargained and sold and by these presents do grant and convey unto the said Thomas S. Mackabee his heirs and assigns, in fee simple, all that lot piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid and located on the north west side of Severn Avenue as laid down on the plat of Horn Point, now Eastport, made by John Duvall, Esquire, Surveyor, on the thirtieth day of September in the year eighteen hundred and sixty-eight and described as follows, that is to say:

Filed March 23, 1945

Beginning for the same at a point on the northwest side of Severn Avenue distant two hundred and fourteen feet seven inches from the west corner of said Severn Avenue and Second Street, as laid down on said plat in a southwest direction, thence with the north west side of Severn Avenue and in a south west direction for the distance of eighteen feet and six inches to the beginning point of the lot conveyed by deed of even date herewith to George E. Wilson, thence at right angles to said Severn Avenue in a north west direction and with the said George E. Wilson lot for the distance of one hundred and fifty feet, thende at right angles in a north east direction for the distance of eighteen feet and six inches thence at right angles and in south east direction for the distance of one hundred and fifty feet to the point of beginning.

6

Being a part of the same property conveyed by Henry Clark to the said Emily T. Enevich by deed dated on the thirteenth day of July in the year eighteen hundred and ninety-seven and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 6 folio 393 &c.

The lot hereby conveyed, together with the lot conveyed to the said George E. Wilson by deed of even date herewith, making the lot thirty seven feet in width and one hundred and fifty feet in depth, expressly excepted in a deed from said parties of the first part to a certain Walter H. Hart, dated the eighth day of November in the year nineteen hundred and one and recorded among said Land Records in Liber G.W. No. 23 folio 45 &c., The said The Annapolis Savings Institution party of the second part unites in this deed for the purpose of releasing the property hereby conveyed from the operation and effect of a mortgage thereon from said parties of the first part dated on the thirty-first day of May in the year eighteen hundred and ninety eight, and recorded among said Land Records in Liber G.W. No. 10, folio 115 &c.,

Together with the buildings and improvements thereupon 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 lot of ground with the appurtenances unto and to the proper use and benefit of him the said Thomas S. Mackabee his heirs and assigns in fee simple.

Ahd the said The Annapolis Savings Institution doth hereby constitute and appoint Eugene Worthington its agent and Attorney in its name to acknowledge the aforegoing deed to be the act and deed of the said The Annapolis Savings Institution.

Witness the hands and seals of the said parties of the first part and the hand of J. Harris Forbes the President of the said The Annapolis Savings Institution, and the corporate seal thereof attested by Eugene Worthington, its Secretary and Cashier.

Test: Eugene Worthington
Cashier & Secretary
(CORPORATE SEAL)

Emily T. Enevich (Seal)
J.H. Forbes, Pres. Annapolis Savings Institution (Seal)
John W. Enevich (Seal)

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this sixteenth day of November in the year nineteen hundred and one before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared the above named Emily T. Enevich and acknowledged the aforegoing deed to be her act and deed, and at the same time personally appeared also Eugene Worthington, Agent and Attorney of the Annapolis Savings Institution, appointed by the aforegoing instrument and acknowledged the aforegoing deed to be the act and deed of the said The Annapolis Savings Institution.

Witness my hand and seal notarial.

(NOTARY SEAL) T. Roland Brady, Notary Public

State of Pennsylvania, City of Philadelphia, Sct:

I hereby certify that on this 18th day of November in the year nineteen hundred and one before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, personally appeared the above named John W. Enevich and acknowledged the foregoing deed to be his act and deed.

(NOTARY SEAL)

M. Hawley McLanahan
Notary Public
Commission expires January 14, 1905.

Recorded 22 November 1901

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 24 folio 28, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 23rd day of March, A.D. 1945.

John K. Hopkins, 3rd Clerk.

Mercantile Trust Company of Baltimore, Executor	( )	No. 7782 Equity.
vs.	( )	In the Circuit Court for Anne Arundel County.
James B. Hopkins and Irma E. Hopkins, his wife	( )	

The Answer of James B. Hopkins and Irma E. Hopkins, his wife to the Petition filed against them by the Mercantile Trust Company, Executor of the Walter H. Hart Estate, respectfully states.

1st: These respondents admit the allegations contained in paragraph one, two and three of said petition to be true.

2nd: Answering paragraph four and five of said petition, these respondents admit that they have been called upon to complete the Contract, and pay the balance due but have not done so, because they have been informed that the title to the property is not good and merchantable of record, for the following reasons, to wit:

Filed March 26, 1945

The records indicate that John W. Everich and Emily F. Everich, his wife, conveyed unto Walter H. Hart certain property in Eastport by Deed dated November 8, 1901 and recorded in G.W. No. 23 folio 45. This Deed reserved unto the Grantors two lots described in said Deed as 31 feet and 37 feet respectively fronting on Severn Avenue. A certified copy of said Deed being filed herein.

Thereafter John W. Everich and wife according to the records conveyed two lots, each of which fronts on Severn Avenue 18.6 feet, which indicates that John W. Everich and wife divided the 37 foot lot and sold one-half or 18.6 feet to George E. Wilson by Deed dated November 22, 1901 and recorded in G.W. No. 24 folio 26, and the other half or 18.6 feet to T. W. Mackabee by Deed dated November 22, 1901 and recorded in G.W. No. 24 folio 28.

It appears further that the 31 foot lot reserved in the Deed from John W. Everich and wife to Walter H. Hart, above referred to, is the lot that Hart took possession of in 1901, as a result of said Deed, and the same lot contracted to be sold by the Mercantile Trust Company to James B. Hopkins and wife. Certified

copies of Deeds from John W. Everich and wife to George E. Wilson and to T. W. Mackabee being herein filed.

Further answering these respondents state that they are ready, willing and anxious to complete the transaction by paying the balance due and taking a Deed for the property, but in view of the facts above set forth your respondents do not feel that they should be compelled to take a defective title to said property.

Your respondents therefore submit their rights herein to the protection of the Court.

Respectfully submitted.

James B Hopkins
James B. Hopkins

Irma E. Hopkins
Irma E. Hopkins

L.L.Clark, et al,

vs.

Mercantile Trust Co.,

et al.

No. 7782 Equity.

Circuit Court for Anne Arundel County.

Testimony on Petition before Court.

April 6th, 1945.

PRESENT:-

Judge James Clark

Mr. Eugene Childs, Solicitor for Petitioner.

Juliet D. Strahorn, Court Stenographer.

Filed April 7, 1945

WITNESSES:-

J.R.McCrone,----------2 to 3

Frank B. Wood,---------3 to 4

Jos. Griscom,----------4 to 5

W. Hersey Meade,-------6 to

James B. Hopkins,------7 to 8

Bertha V. Francis,-----8

I hereby certify that the following testimony was taken in this case on Friday, Aapril 6th, 1945, before Judge James Clark, and by me transcribed and filed in this case.

Juliet D Strahorn

Court Stenographer.

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

(Childs)

1. What is your business, Mr. McCrane?

A. Registered, professional engineer and land surveyor.

2. Do you recall surveying a piece of property at Eastport for The Mercantile Trust Company?

A. Yes.

3. Who was the owner of that property?

A. Walter Hart, deceased.

4. Will you be kind enough to tell the Court if that is the plat you made?

A. Yes it is.

5. Is that your survey attached to it?

A. Yes.

6. Please tell what you found and what you did over there?

*****Plat and survey offered in evidence as Exh. 1

A. I was asked by Mr. Ross who represented the Hart estate, for the Mercantile Trust Company to make this survey at 516 Severn avenue. When I went to look up the records by which Mr. Hart had purchased 516 we were able to find nothing to give metes and bounds as description at the time, so we looked up the metes and bounds of the adjoining property owned by Mr. and Mrs. James Hopkins and found the deed by which they had obtained their property in two parts giving them 35 and 12 or total of 47 feet along Severn avenue from First street, so we measured along the North side of Severn avenue 47 feet and then had call for line running at right angles so we set the instrument , and turned off and ran back 150 feet the depth of the lot and came across 31 feet and then back to Severn avenue giving a rectangular shape 31 X 150. I wrote a description of that and tied my description into the Hopkins' property not having any reference to tie it into but the Hopkins' purchase and later on Mr. Ross found an old linen tracing I presume had been prepared by Mr. Hart. That gave a reference whereby Mr. Hart had

purchased the whole tract of land from a Mr. Eberich back in November, 1901, and in this description, which really is not a description just a conglomaration of properties, it mentioned a 31 foot lot and 37 foot lot on Severn avenue, and with that information at the request of Mr. Ross, I re-wrote my description not changing my metes and bounds but giving as referred clause this description here.

7. Your survey did include the property Mr. Hart was supposed to have possession of?

A. That's right.

Mr. Frank B. Wood, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs)

1. You are a Deputy Treasurer of Anne Arundel County?

A. Yes.

2. I think we had some time running out 516, will you look at that tax bill and tell us what that is?

A. That is the 1945 Tax bill for Walter H. Hart Lot 87 31X150 and improvements No. 77 Severn avenue, Eastport.

*****Filed as ~~EXHM~~. Exh.

3. Do you know whether or not that refers to what is known as 516?

A. I could not tell you.

4. How long has Mr. Hart had that property?

A. The farthest I traced it back was in 1923, we found a lot on Severn avenue 31 X 150 assessed to Walter H. Hart, no number or nothing else on it.

5. That's the same lot?

A. I could not say that this is 516, Mr. Hart changed his property to suit himself, it is the only one we have that size, that is the only one had the same dimensions, it is on Severn avenue and we found it in the 1923 Field book, he had some others on Severn avenue but not that same size.

6. Was it assessed to him in 1923 or had it been assessed prior to that?

A. I could not find it, we have a book 1918 but I could not locate it, it was so jumbled up we could not separate them.

Sheriff Joseph Griscom, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs)

1. What is your official position?

A. I am Sheriff of Anne Arundel County.

2. You live where?

A. Outside of Eastport.

3. Did you know Mr. Walter H. Hart?

A. Yes, very well.

4. Did you know of any property he had on Severn avenue in Eastport?

A. Yes, when I was about ten years old, when Mr. Hart first came around here,- I am now 53 years old. Talking about numbers, the streets have been changed from 7th and 1st now 6th . Mr. Hart then bought where his former home is, there were three houses there where the Stewart boys lived, and then he came up that street and bought from 1st,- now 6th,- clean on down to 2nd, that went to Spa Creek and took in a pond known as Clark's pond and we use to go down there and he would run us off.

5. Does that include this piece of property mentioned here?

A. Yes, and next to the lot you have reference to Mr. Hart built a house in between where this piece of property is and Gallagher's property.

6. Do you know when this house 516 Severn avenue was built?

A. To my recollection I think that was built somewheres in the neighborhood of 30 or 35 years ago.

7. Who built that?

A I don't know whether Meade's father or not.

8. Was it built by Mr. Hart?

A. I don't remember, I know Mr. Riley kept a store on that corner a good many years ago.

9. You do know that this house known as 516 Severn avenue was built on the Hart property?

A. Yes, Mr. Hart owned that whole business from what is now 6th down to where the school and 2nd street are and back to the creek, Mr. Hart was supposed to buy all, the house on the corner, another house Hart built and then Gallagher's, where Police Jones lived and the house of his son and Mace's and the filling station all supposed to be in that same piece of ground runs from 6th to 2nd clean on down to the water, where there was Clark's Pond.

10. That was the same land he use to run you off of?

A. Yes.

11. This 516 was part of that Severn avenue property?

A. Yes.

12. Mr. Hart had possession of that?

A. Yes, would not let us to the water.

13. He had it under claim of right, claimed to be his, possession was open and everybody knew of it?

A. Yes.

14. Far as you know did not recognize anybody else?

A. That's right, he came over there and bought lots and lots of property over there.

William Hersey Meade, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs)

1. What is your position here?

A. Deputy Sheriff of Anne Arundel County.

2. Where do you live?

A. I live in Eastport.

3. Did you know the late Walter H. Hart?

A. Yes, I knew him.

4. Do you know the property known as 516 Severn avenuee?

A. I think I do, that is the property where Mr. Riley now lives? They change numbers over there so often and he owns so many, is this in the neighborhood of 1st street leading to the Bay shore?

5. I understand this property is now occupied by Policeman Raymond?

A. Yes, I know the property.

6. How long have you known that property?

A. I have known that property for 25 or 30 years.

7. Who has been the owner of that property since you have known it?

A. Mr. Hart has been the principal owner of this property where Mr. Raymond lives.

8. This 516 has Mr. Hart owned that property since you have known it?

A. Yes.

9. You worked for Mr. Hart?

A. Yes, quite a bit.

10. You have known that property for about 25 years?

A. Yes.

11. In that time it has been Mr. Hart's property, do you recall Mr. Hart ever having any interference about the ownership or title of that property?

A. No sir I do not recall his ever having any.

James B. Hopkins, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs)

1. State your name and residence?

A. James B. Hopkins, 17 Severn ave., Eastport.

2. Do you know the property known as 516 Severn avenue?

A. Yes, that's the new number, it use to be 77.

3. The number has been changed recently?

A. Yes, within the past 2 or 3 years, they reversed the streets and numbers. The house I live in is 17 we use to be 513, changed it around and puts everything the other way.

4. How long have you known this property?

A. I remember back before I went to school, I imagine I was 5 or 6 years old, I remember it because my grandmother use to live in the house 518 which was No. 75, and we use to go there and play and Mr. Hart would come by and run us off the property in question.

5. Then 77 is now 516 Severn avenue. Then he has claimed that lot to your knowledge and had possession of it since you were there 5 or6 years old?

A. Yes, I would say that was 36 years ago far as I can remember.

6. Do you know whether or not Mr. Hart has ever had any interference with reference to his title or possession of that property?

A. I remember the house No. 75 was being weatherboarded and wanted to shingle it and Mr. Hart objected to their putting a scaffold up and my Grandmother had to get permission,-

7. Mr. Hart owned No. 77 and he would not let your grandmother put up a scaffolding on 77 in order to shingle 75?

A. That's right.

8. Mr. Hart was very definitely claiming title to 77?

A. That's right. He would not permit any trespassing.

9. He wanted the world to know he owned 77?

A. Yes.

10. How long ago was that incident about the scaffolding?

A. I should have to say 1917, or within two or three years of that time.

11. In any event it was over 20 years ago?

A. Yes.

Bertha V. Francis, a witness of lawful age, being first duly sworn, deposes and says:-

(Childs)

1. Where do you live?

A. 11 Severn ave., Eastport.

2. Do you know the house that is now 516 Severn avenue which was formerly 77 Severn avenue?

A. Yes I do.

3. Whose property is that?

A. It belongs to the Hart estate now.

4. How long have you known it as belonging to Mr. Hart?

A. I been living there 29 years in August coming and he owned it ever since then.

5. Have you ever heard that he had been troubled in his possession of that property?

A. Not to my knowledge not in the past 29 years.

6. He exercised ownership over it all that time?

A. Yes.

7. He told the world he owned it?

A. Yes.

8. Did he build the house on it or was it there then?

A. He built the house.

9. How long since he build the house?

A. I would say been 14 or 15 years been there.

****Offered in evidence deeds accompanying the Petition, duly marked.

Linwood L. Clark,	◊	
Plaintiff,	◊	No. 7782 Equity.
vs.	◊	In the Circuit Court for
Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, et al.,	◊	Anne Arundel County,
	◊	in Equity.
Defendants.	◊	

The question for determination is whether the Mercantile Trust Company, Executor of Walter H. Hart, deceased, must distribute the balance of the proceeds of sale of the real estate owned by the late Walter H. Hart (a) to the administrators cum testamento annexo of Constance Hart Harrison, deceased, or (b) to the devisees under the will of Constance Hart Harrison. The question relates solely to the share of the proceeds which Constance Hart Harrison would have received had she lived.

In the case of Harrison v. Prentice, et al. 38 Atl. (2) 101, the Court of Appeals, speaking through Judge Delaplaine, said:

Filed April 28, 1943

"On March 20, 1942, Mercantile Trust Company reported that Constance Hart Harrison, whose domicile was in Suffolk County, England, had died and that her will had been probated in Ipswick, and thereupon asked for instructions as to the proper method of determining the interests of the parties under the settlement agreement. At that time the executor had about $40,000 more cash than necessary for payment of debts, legacies, taxes and costs of administration; but it was considered advisable to offer the remaining real estate for sale without waiting for a final decision on the subject. Accordingly, on January 8, 1943, the Chancellor ordered the executor to continue making sales, and to hold the proceeds

5

subject to future determination of the interests of the parties, provided that in such determination '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.' Robert Harrison, appellant, filed his petition on February 16, 1944, claiming that his deceased wife, Constance Harrison, left an interest in real estate in Maryland in which he is entitled to share under the law of this State. He alleged that his wife had sued him for divorce but had never obtained a decree, and while he had seven children of his own, she had none. If Mrs. Harrison left any personal estate in Maryland, it would be distributed according to the Act of Parliament, which provides that where a person died domiciled in England, leaving a wife or husband or dependent child, and leaving a will, 'then, if the court * * * is of opinion that the will does not make reasonable provision for the maintenance of that dependent, the court may order that such reasonable provision as the court thinks fit shall * * * be made out of the testator's net estate for the maintenance of that dependent.' Inheritance (Family Provision) Act, 1938; Public General Acts of Parliament, 1937-38, ch. 45. For it is recognized that the transfer of personal property is governed by the lex domicilii. When the owner of personal property dies, the law of the country in which he has his domicile, and not the law of the country in which the property is found, regulates the succession. Noonan v. Kemp, 34 Md. 73; Craig v. Craig, 140 Md. 322, 328, 117 A. 756. But the interest of the surviving spouse in the real estate of a deceased spouse is determined by the lex rei sitae. Restatement, Conflict of Laws, sec. 248. The State has plenary power to determine the manner in which real estate therein may be conveyed or devised, and to prescribe the succession in case of intestacy. Bish v. Bish, Md., 31 A. 2d 348; Roach v. Jurchak, Md., 35 A. 2d 817."

In the determination of the question, the Court of Appeals, said:

"Inasmuch as a reconversion was caused by the agreement of settlement, Constance Harrison left an interest in real estate which passes under the Maryland

law of descent, rather than distribution, upon the death of the beneficiary. Hadesty v..Hadesty, 331 Pa. 81, 200 A. 6."

William J. McWilliams and Eugene P. Childs on December 18, 1941, were appointed administrators cum testamento annexo of Constance Hart Harrison and have refused to receive from the Mercantile Trust Company of Baltimore any of the proceeds from the real estate pending the determination of the question presented.

The petition filed on March 20, 1942, by the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, was filed against the administrators cum testamento annexo, the foreign executors and all the resident and non-resident legatees and devisees under the will of Walter H. Hart and under the will of Constance Hart Harrison, and against the surviving husband of the last-mentioned decedent. All of the parties either answered or a decree pro confesso was passed against them. So, by this proceeding all the parties are before the Court and all things are in readiness to make the distribution of the net proceeds of the real estate. It is contended by the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, that the distribution should be made to the administrators. The contention of the legatees and distributees is that the Mercantile Trust Company is acting as a Trustee in a court of chancery, which has before it all the parties who are entitled to any of the proceeds and that to turn over the proceeds to the administrators cum testamento annexo would involve further expense and delay in the distribution.

It is a familiar principle of equity jurisprudence that "when a court of equity has jurisdiction over a cause for any purpose, it may retain the cause for all purposes, and proceed to a final determination of all the matters at issue." Pomeroy's Equity Jurisprudence (4th ed.) sec. 181, p. 239; Youmans v. Youmans, 26 N.J. Equity, 149, 154; Keeton v. Spradling, 13 Mo. 321, 323; Sanders v. Soulter, 126 N.Y. 193, 27 N.E. 263.

Notwithstanding the statutory probate system, it is well-settled that the

original jurisdiction of equity in the administration of estates of decèdents remains, and will be exercised in superintending the administration of estates, and in making final settlement and distribution of the estate among legatees, distributees and the like. Davis v. Clabaugh, 30 Md. 508; Barnes v. Compton's Admrs. 8 Gill, 391. In the case of Alexander v. Leakin, 72 Md. 199, where some of the parties claiming distribution were non-residents, and refused to appear in the Orphans' Court, and that court had no power to issue process to bring them in or to make publication against them, it was held that a proper case was presented for equity to administer and distribute the estate. And it has been held that a suit by a legatee to obtain payment of his legacy is properly brought in equity, especially where it appears that many of the parties are non-residents. Coudon v. Updegraff, 117 Md. 71. And an administrator de bonis non may administer the estate and execute the power of sale under the direction and protection of a Court of equity, notwithstanding the statute providing that the administrator de bonis non may be empowered by a probate court to execute the power of sale of realty conferred by the will. Kiplinger v. Maccubbin, 58 Md. 206.

A Court of equity having taken jurisdiction to determine whether an advancement has been converted into personalty, may retain jurisdiction and distribute the estate. Safe Deposit & Trust Co. v. Baker, 91 Md. 297.

It was held in the case of Magin v. Niner, 110 Md. 299 that where the will requires an appraisal of the real estate, without naming any donee of the power, the Court of equity had the right to assume jurisdiction for that purpose and the right to retain jurisdiction for the complete settlement of the estate.

And in the recent case of Turk v. Grossman, 176 Md. 644, the Court of Appeals said:

"As a general rule, the fund and assets thus procured would be delivered to the personal representative of the decedent for distribution among the parties

entitled by the personal representative under the jurisdiction, direction and control of the Orphans' Court of Baltimore County where letters testamentary, or of administration, were obtained. The general rule, however, is subject to the limitation that a court of equity which has discharged its primary function of the recovery of the assets of the estate may, in the exercise of a sound discretion, retain its jurisdiction, and proceed to administer complete relief and do entire justice with respect to the subject matter by the incidental distribution of the funds among the parties entitled, should this course avoid delay, costs and expenses, or a multiplicity of procedure, and be necessary for the purpose of justice and the protection of all the parties concerned or in interest. If such conditions exist, the court may well conclude that, notwithstanding the administration of a decedent's estate of personality (sic) is generally the providence (sic) of the Orphans' Court, the special circumstances of the case make it one where for the purpose of justice the court of equity should retain its jurisdiction and conclude the administration of the estate." (p. 675)

What would be the effect of decreeing that the administrators cum testamento annexo were the proper parties to receive the proceeds of sale of real estate? It would have to be administered by them, further expense would be incurred and consequent delays.

As all the parties named in the will of Constance Hart Harrison are before the Court and distribution can be made in these proceedings without further delay, costs and expense, the Court will direct that the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, and Trustee in this cause, make distribution of the funds in its hands direct to the parties entitled thereto.

A. J.

Filed April 30, 1945

For the reasons set forth in the aforegoing opinion, it is this 28th day of April, in the year nineteen hundred and forty-five, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that the Mercantile Trust Company, as Executor of Walter H. Hart, deceased, be, and it is hereby directed to make distribution of the funds in its hands direct to the parties entitled thereto.

A. J.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

LINWOOD L. CLARK,

PLAINTIFF,

vs.

NO. 7782 EQUITY

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Walter H. Hart, deceased, et al.,

DEFENDANTS.

Walter H. Hart, late of Anne Arundel County, deceased, departed this life March 21, 1937, seized of considerable real estate and possessed of some personalty, and left a last will and testament dated August 15, 1936. This will was duly admitted to probate by the Orphans' Court of Anne Arundel County and letters testamentary on the said Walter H. Hart's estate were, by said Court, duly granted and committed to the Mercantile Trust Company of Baltimore, the executor in said will named. The executor was, by said will, given full power to sell any of the real estate of which Mr. Hart died seized. After some preliminary proceedings and agreements were had, this Court, on November 9, 1939, assumed jurisdiction of the administration of Mr. Hart's estate and directed that the further administration thereof be conducted under the supervision of this Court.

Filed June 21, 1945

On March 1, 1943, said executor reported the sale to James B. Hopkins and Irma E. Hopkins, his wife, of the following described property, namely:

"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 Southeastern-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."

The price was $2,500.00 and the terms of sale were particularly set forth in a written agreement attached to, and made a part of, said report. An order nisi was passed and regularly published, and on April 9, 1943, the sale was finally ratified. Mr. and Mrs. Hopkins, however, refused to pay the balance of the purchase money and on March 23, 1945, the executor filed a petition praying that said contract be specifically enforced, and that said purchasers be required to settle for said property, or in the alternative, that said property be sold at their risk. Mr. and Mrs. Hopkins answered this petition, setting up that they were ready and anxious to complete the transaction, but that they had been advised that said property did not belong to Mr. Hart at the time of his death; that his executor was, accordingly, not in a position to convey the property to them by a good and merchantable title; and that they did not feel that they, notwithstanding the final ratification of the sale, should be required to settle for the property (Miller's Equity Section 511). No claim is made that the power of sale contained in Mr. Hart's will had been abridged or modified as to the property in question, by any of the agreements or proceedings herein, so, as the Court understands it, the sole question for its determination is: Does the property in question belong to Mr. Hart's estate?

By deed dated November 8, 1901, and recorded five days later among the land records of Anne Arundel County in Liber G. W. No. 23, folio 45, etc., John W. Enevich and Emily, his wife, conveyed to Mr. Hart a number of pieces or parcels of ground. No effort was made to describe the several pieces or parcels of ground by metes and bounds, courses and distances, in this deed,

but the same were simply described as the same lots theretofore conveyed to a certain Henry Clark by six deeds referred to therein, and as the same lots conveyed by said Henry to Mrs. Enevich by deed dated July 13, 1897, and duly recorded. In addition to the description above mentioned, said deed contained this further description:

> "The said lots being bounded on the north by Spa Creek on the north east by land of Lang on the south east by Severn Avenue and land of William H. Burns, on the west by Barbers lane, and also land of William H. Burns, excepting thereout two lots respectively 31 and 37 feet in width facing Severn Avenue and extending in depth of these widths 150 feet ft."

It appears from the land records that Mr. and Mrs. Enevich on the 16th day of November, 1901, (eight days after the conveyance to Mr. Hart) conveyed a lot with a frontage of eighteen feet six inches on Severn Avenue, to Thomas S. Mackabee, and an adjoining lot of the same size to George E. Wilson, and it is stated in the deed to Mackabee that that lot and the lot conveyed to Wilson, together comprised the lot with a frontage of thirty-seven foot on Severn Avenue, which had been excepted from the operation of the deed to Hart. The thirty-seven foot lot mentioned in the deed from Enevich to Hart, as thereby excepted from the conveyance thereby made, is, accordingly, accounted for; and it is now suggested that the lot which Mr. Hart's executor sold Mr. and Mrs. Hopkins as aforesaid, is, in truth and in fact, the thirty-one foot lot which was likewise excepted from the operation of said deed, so that Mr. Hart never acquired title thereto, and that his executor is, accordingly, unable to convey the same by good and merchantable title. The difficulty about that suggestion is that it is only a suggestion. There is not even a scintilla of evidence in this case intimating that the thirty-one foot lot excepted from the operation of the deed from Enevich to Hart is the same lot which Mr. Hart's executor sold Mr. and Mrs. Hopkins. The description of both the lots excepted is so uncertain and vague that it is impossible, from the face of the paper, to determine where they are or on what part of Severn Avenue they were located. Possibly

Mr. Enevich and Mr. Hart knew what they had in mind; but they did not express it so that anyone else could know with certainty. There is no proof, no suggestion that there was only one thirty-one foot lot facing on Severn Avenue, embraced within the lands conveyed by said deed; and in the absence of such proof we do not have the right to assume that the thirty-one foot lot excepted, and the thirty-one foot lot now sold, are one and the same lot.

Deeds are ordinarily construed against the grantor and in favor of the grantee, and this applies as well to reservations and exceptions (18 Corpus Juris 263, 345; Carroll's Lessee vs. Granite Manufacturing Company, 11 Maryland 399; Tiffany on Real Property, p. 1618). It is true that the cardinal rule in construing deeds, as other contracts, is to determine the intention of the parties, and that in determining that intention, we have the right to consider not only everything contained in the deed, but all the surrounding circumstances (18 Corpus Juris 346; Cases cited in 6 Maryland Digest, Deeds, Key No. 93; Maryland State Fair vs. Schmidt, 147 Maryland 613). But here we have no evidence of the surrounding circumstances, except the suggestion next discussed; and it is very doubtful if such evidence, at this late day, could be had. We are, accordingly, relegated to another rule of construction, namely, the rule that unless a property is described in a deed with such certainty and definiteness that it can be identified, nothing passes thereby, and that if the property sold is described with certainty and definiteness, and an attempt is made to except a part from the operation of the deed, the part so to be excepted must be described with such definiteness and certainty that it can be identified; otherwise, the whole will pass and the attempted exception is nugatory (18 Corpus Juris 347; Tiffany pp. 1615, 1645). "The part or thing excepted", says Mr. Tiffany at page 1615, "it is said, must be described with such certainty that it may be identified, and an exception has not infrequently been

held to be void for lack of such certainty". And at page 1645, the same learned author says, "In order to make a valid conveyance of land it is essential that the land itself, the subject of the conveyance, be capable of identification, and if the conveyance does not describe the land with such particularity as to render this possible, the conveyance is absolute nugatory". I am, accordingly, constrained to hold that the attempted exception of the thirty-one foot lot from the operation of the deed from Enevich to Hart was nugatory and void, and that the whole of the land in said deed described, passed thereby without reference to such attempted exception. This would be true, unless the explanation next suggested is the solution of the problem.

It has been suggested that the thirty-one foot lot excepted, or attempted to be excepted, from the operation of the deed from Enevich to Hart was, in truth and in fact, the lot with a frontage of thirty-five feet on Severn Avenue, a deepth of one hundred fifty feet and a width of thirty feet at the rear, conveyed by Mr. and Mrs. Enevich to George A. Riley and wife, by deed dated October 12, 1900, and recorded among said land records in Liber G. W. No. 19, folio 35, etc., and now owned by Mr. Hopkins under the deed from Jennie T. Riley to him mentioned in the above quoted description. This is not only possible, but highly probable. This lot had been conveyed by Mr. and Mrs. Enevich prior to their conveyance to Mr. Hart, and did not pass, and was not expected to pass, by this last named conveyance. Mrs. Enevich knew that she had sold this lot and conveyed it, just as well as she knew that she was about to convey to Wilson and Mackabee, the lots which she, eight days after her conveyance to Hart, conveyed to them. If she excepted the two eighteen and one-half foot lots she was about to convey, it is strange that she did not except the lot she had already conveyed. The fact that there is a covenant of special warranty in the deed, lends emphasis to this idea; for otherwise, Mrs. Enevich would have been liable thereon. If this

is the right explanation, then the fact that Mr. and Mrs. Enevich never thereafter attempted to convey any lot which could answer to the description of the lot excepted, is also explained; they had already conveyed it.

But if I am wrong in the conclusions heretofore reached, the situation is saved to the executor by the doctrine of adverse possession. That a purchaser may be required to take a title based on adverse possession is well established (Bullock vs. Staylor, 125 Maryland 699; Van Deusen vs. Taussig, No. 8487 Equity this Court; Taussig vs. Van Deusen, 37 Atlantic Second 915). The evidence amply shows that Mr. Hart and his executor have been in possession of this property, openly, notoriously and under a claim of right for considerably more than the prescribed period of twenty years. For as far back as when Sheriff Griscom was a boy, Mr. Hart had had possession; he chased boys off; he required Mr. Hopkins' grandmother to get permission to erect a scaffold on the property in question so that she could repair her house on the adjoining lot; the property was assessed to Mr. Hart and he paid taxes thereon; he built a house thereon and collected rent; his possession has never been disturbed; and, as far as anyone knows, his title has never been questioned. These facts, when taken together, are sufficient to support a title by adverse possession (Taussig vs. Van Deusen, supra; Stump vs. Henry, 6 Md. 201, 61 Am. Dec. 300; Erdman vs. Corse, 87 Md. 506, 40 A. 107; Sowers vs. Keedy, 135 Md. 448, 109 A. 143; Peper vs. Traeger, 152 Md. 174, 136 A. 537; Novak Realty Co. vs. Trustees of Orphans' Home, 153 Md. 390, 138 A. 250; Parks vs. Welch, 174 Md. 548, 199 A. 506).

I am satisfied that the purchasers can safely take this property; and I will sign an order requiring them to do so. This order should name the balance the purchasers must pay, and that depends to some extent on a proper adjustment of rents, interest, taxes, etc. I do not have the information before me to enable me to make this calculation, but counsel can, perhaps, furnish it by agreement. If they cannot agree, I will have to take additional testimony and figure it out.

21 June 1941

JUDGE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

Linwood L. Clark, Plaintiff, No. 7782 Equity.

vs.

Mercantile Trust Co.

of Baltimore, etc.

Decree for Re-Sale at risk of purchasers.

The Petition filed by The Mercantile Trust Company of Baltimore, Executor of the Last Will and Testament of Walter H. Hart, deceased, and the Answer of James B. Hopkins and Irma E. Hopkins, his wife, thereto, coming on for hearing, testimony was taken in open Court, counsel were heard and the case submitted, and the proceedings read and considered; and it having been agreed that the balance due said Executor by the said James B. Hopkins and Irma E. Hopkins, his wife, on account of the purchase money of the property described in said Petition is Seventeen Hundred and thirty-three Dollars and ninety-four cents (1,733.94),

Filed June 28, 1945

It is thereupon this 28th day of June, 1945 by the Circuit Court, sitting in Equity, adjudged, ordered and decreed that the said James B. Hopkins and Irma E. Hopkins pay to said Executor said sum of $1,733.94 within ten days from this date, and that upon their failure so to do the property mentioned in said petition be sold by said Executor for the payment of the balance due as aforesaid, with interest from this date. And that if said money is not paid as aforesaid within said ten days this Court will pass a further ~~Decree~~ Order prescribing the terms of said sale.

And it is further ordered that said Executor pay the costs incident to said Petition.

[signature] 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. 19, 1945

A. Description of lot on South Street in rear of 79, 81, 83 and 85 Charles Street.

Beginning for the same at a wooden hub set on the southeast side of South Street at a point located along the southeast side of said South Street, south 36 degrees 04 minutes west 156.6 feet from the curb line of Cathedral Street; thence with a line that is a part of the northeasternmost boundary of the tract of land intended to be described in the conveyance from Anna M. Miller and others to Walter H. Hart by deed dated

September 16, 1919, and recorded in the Land Records of Anne Arundel County in Liber W.N.W. 20 folio 1, south 41 degrees 59 minutes east 105.95 feet; thence with a line of fence running along the rear of the properties facing on Charles Street and Numbered 85, 83, 81, and 79, south 44 degrees 26 minutes west 69 feet; thence with a line that is the prolongation of the division line between 77 and 79 Charles Street, North 40 degrees 22 minutes west 63 feet to a wooden hub; thence with an old line of fence, north 04 degrees 49 minutes west 49.65 feet to a hub set on the southeast side of said South Street; and thence with the southeast side of the same, north 36 degrees 04 minutes east 36.32 feet to the place of beginning.

Being the northwesternmost portion of the whole first mentioned tract of land intended to be described in the conveyance from Anna M. Miller and others to Walter H. Hart, in accordance with a survey made by J. R. McCrone, Jr., Engineer, August, 1945.

B. Description of lot on South Street in rear of 77 Charles Street.

Beginning for the same at a fence corner which is the same fence corner mentioned as being at the end of the second line as described in the deed from the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, to J. Gordon Catterton and Alice L. Catterton, his wife, dated December 10, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 173 folio 407; thence from said beginning point, north 09 degrees 15 minutes west 77.85 feet to a wooden hub set at a point where the division line between Numbers 77 and 79 Charles Street, if prolonged, intersects an old line of fence; thence with the prolongation of said division line, south 40 degrees 22 minutes east 68.9 feet to a fence corner at the end of the first line as described in Catterton's deed; thence with the second line of the said Catterton's deed as corrected for magnetic variation, south 53 degrees 15 minutes west 40 feet to the place of beginning.

Being a triangular strip of land lying to the rear of Number 77 Charles Street, as surveyed by J. R. McCrone, Jr., Engineer, in August, 1945.

WHEREFORE, your Reportant prays this Honorable Court to pass an order ratifying and confirming said sale.

AND your Reportant, etc.

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

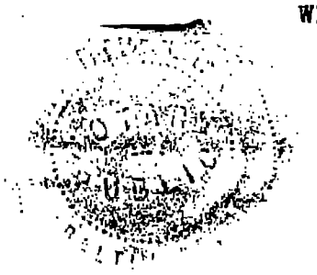
By _____
Trust Officer

Weeks, Bailey & Howard
Solicitors

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

I HEREBY CERTIFY, That on this 18th day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared 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. DiPaula

Notary Public.

CONTRACT OF SALE—FEE SIMPLE

LIBER 74 PAGE 88 Jan. 8, 1946

This Agreement,

Made this 24th day of September, 1945,

between

and MERCANTILE TRUST COMPANY OF BALTIMORE, Executor Estate of Walter H. Hart, deceased, (hereinafter called "Vendor"),

and J. Gordon Catterton and Alice L. Catterton, 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 Baltimore City, known as~~

the following fee simple lote of ground situate in the City of Annapolis, State of Maryland, and more particularly deecribed as follows:

A. Deecription of lot on South Strset in rear of 79, 81, 83 and 85 Charles Street

Beginning for the same at a wooden hub set on the southeaet eide of South Street at a point located along the southeast side of eaid South Street, south 36 degrees 04 minutes weet 156.6 feet from the curb line of Cathedral Street; thence with a line that is a part of the northeasternmost boundary of the tract of land intended to be deecribed in the conveyance from Anna M. Miller and others to Walter H. Hart by deed dated September 16, 1919, and recorded in the Land Records of Anne Arundel County in Liber W.N.W. 20 folio 1, south 41 degrees 59 minutes east 105.95 feet; thence with a line of fence running along the rear of the properties facing on Charles Street and Numbered 85, 83, 81, and 79, south 44 degrees 26 minutee west 69 feet; thence with a line that ie the prolongation of the division line between 77 and 79 Charles Street, North 40 degrees 22 minutes weet 63 feet to a wooden hub; thence with an old line of fence, north 04 degrees 49 minutes west 49.65 feet to a hub set on the southeast eide of eaid South Street; and thence with the eoutheast side of the same, north 36 degrees 04 minutes east 36.32 feet to the place of beginning.

Being the northwesternmost portion of the whole first mentioned tract of land intended to be described in the conveyance from Anna M. Miller and othere to Walter H. Hart, in accordance with a survey made by J. R. McCrone, Jr., Engineer, August, 1945.

B. Description of lot on South Street in rear of 77 Charles Street

Beginning for the same at a fence corner which is the same fence corner mentioned as being at the end of the second line as described in the deed from the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, to J. Gordon Catterton and Alice L. Catterton, his wife, dated December 10, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 173 folio 407; thence from said beginning point, north 09 degrees 15 minutes west 77.85 feet to a wooden hub set at a point where the division line between Numbers 77 and 79 Charles Street, if prolonged, intersects an old line of fence; thence with the prolongation of said division line, south 40 degrees 22 minutes east 68.9 feet to a fence corner at the end of the first line as described in Catterton's deed; thence with the second line of the said Catterton's deed ae corrected for magnetic variation, eouth 53 degrees 15 minutes west 40 feet to the place of beginning.

Being a triangular strip of land lying to the rear of Number 77 Charles Street, as surveyed by J. R. McCrone, Jr., Engineer, in August, 1945.

at and for the sum of Four Hundred Seventy-Five Dollars

($ 475.00), 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 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 and insurance are not to be adjusted and apportioned ~~to~~

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~~ paid in full by Vendee

This sale is made subject to ratification by the Circuit Court for Anne Arundel County

~~[illegible]~~

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 ie mutually understood and agreed that the Deed to be executed by the Vendor to the Vendee shall be in the nature of a quit claim Deed only and shall not contain any warranties of title whateoever.

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: _____ J. Gordon Catterton (SEAL)

Alice L. Catterton (SEAL)

T. D. 233

13

LINWOOD L CLARK,

Plaintiff,

- vs -

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.

LIBER 74 PAGE 90

R NISI

PETITION

MERCANTILE TRUST COMPANY OF BALTIMORE, Executor of the Estate of Walter H. Hart, Deceased, et al.,

- vs. -

GRACE HART, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 7782 Equity

Filed 19th Oct. 1945

Ordered, this 19th day of October, 1945, That the private 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, et al.,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of November next.

The report states that the amount of sales to be $ 475.00

John H. Hopkins, 3rd Clerk.

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, et al.

vs.

GRACE HART, et al.

Ordered, this 19th day of October, 1945, 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, et al. be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21ST 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 21st day of November next.

The report states that the amount of sales to be $475.00.

JOHN H. HOPKINS, 3rd. Clerk.

True Copy:

Test: JOHN H. HOPKINS, 3rd. Clerk.

n-3

Filed Nov. 27, 1945

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1945

We hereby certify, that the annexed

Order Nisi Eq # 7782

Estate of Walter 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 21st day of November, 1945. The first insertion being made the 20th day of October, 1945

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 125-38

By M. Slimack 15

TEST: ..... Clerk.

(Final Order) LIBER 74 PAGE 91

.....

.....

versus

.....

.....

.....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

ORDERED BY THE COURT, This 29th day of November, 1944

that the sale made and reported by the ~~Trustee~~ Grantor aforesaid, be and the same is hereby Ratified and Confirmed Grantee 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~~ Grantor allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Filed Nov. 29, 1944

Jan Clerk

LINWOOD L. CLARK	*	IN THE
		CIRCUIT COURT
vs.	*	
		FOR
MERCANTILE TRUST COMPANY, Executor, etc.	*	ANNE ARUNDEL COUNTY
		No. 7782 Equity

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Carlyle Barton respectfully represents:

Filed April 2, 1946.

1. That Constance Hart Harrison, a resident of Cockfield, in the County of Suffolk, died in England on the 25th day of April, 1941, leaving a Last Will and Testament dated the 27th day of March, 1941, which was first admitted to probate shortly after her death in the County of Suffolk, England. That at the time of her death the said Constance Hart Harrison had a large interest in the estate of her father, Walter H. Hart, who had died in Annapolis, Maryland, March 21st, 1937. The estate of the said Walter H. Hart consisted principally of real estate in and about Annapolis, and the interest of the said Constance Hart Harrison in the said estate had been determined as to amount by agreement between the residuary devisees under his Will, the Salvation Army and his daughters and heirs at law, the said Constance Hart Harrison and her sister, Miss Grace Hart, but the interest had not been set apart, except as to a small portion, at the time of her death, and much of the real estate of her father had not yet been sold and converted into cash.

2. That a divorce proceeding had been pending in England between the said Constance Hart Harrison and her husband, Robert Harrison, but no decree had been passed in said proceeding at the time of her death. There were no children born as the result of said marriage, and the question arose as to the interest, if any, of the said Robert Harrison in the estate of his wife, Constance Hart Harrison, both in England and in Anne Arundel County.

3. That no provision had been made in the Will of said Constance Hart Harrison for her said husband under which, after various minor bequests, the residue of her estate was directed to be divided among the following named persons, in the following shares:

May Figg	50 shares
Guy Figg	50 shares
Constance Veronica Figg	100 shares
Naomi Wilton	100 shares
Phil Ennis and Lizzie Ennis	50 shares
People's Dispensary for Sick Animals..	650 shares
Total	1000 shares

4. That your Petitioner had acted as attorney for the said Constance Hart Harrison and her sister, Miss Grace Hart, in connection with the caveat proceeding which they had brought against the Will of their father, Walter H. Hart, and which had been terminated after the agreement above referred to had been entered into, so that your Petitioner was familiar with the interests of Constance Hart Harrison in her father's estate in Anne Arundel County. That your Petitioner was informed of the status of Mrs. Harrison's affairs in England by English solicitors, the

Messrs. Gudgeons, Peecock and Prentice, of Stowmarket, in Suffolk, who had represented her there during her lifetime and who were representing her Executors after her death. That during the Summer of 1941 there was a considerable exchange of correspondence between your Petitioner and the English solicitors with reference to the proceedings to be followed both in England and in Anne Arundel County for the administration of Mrs. Harrison's estate and with reference to the possible legal rights to share in the estate of her husband, Robert Harrison, should he elect to disregard her Will and assert his rights. That your Petitioner made an examination of the law having reference to the situation in behalf of the English Executors of the estate, and reached the conclusion that the surviving husband, Robert Harrison, would have no right to share in the personalty, or in any estate in England, because of certain English statutes covering the subject, but that the surviving husband, Robert Harrison, might have the right to share to the extent of one-half part of whatever real estate there might be in the State of Maryland of which the said Constance Hart Harrison died seized and possessed; so that the question immediately arose as to whether or not that part of the estate of the late Walter H. Hart which consisted of real estate and which had not been sold would be considered as real estate in which the said Constance Hart Harrison might have an interest.

5. That on or about November 14, 1941, your Petitioner was informed by counsel for the Executors in England that English effects of Constance Hart Harrison had been sufficient only to pay the debts, and that the executors had distributed cer-

tain tangible personalty, which had been specifically bequeathed, to the persons entitled to receive the same, but had made no payment on account of certain legacies expressed in English pounds but amounting to approximately One Thousand Dollars ($1,000.00), nor had there been any distribution among the residuary legatees. That Robert Harrison, the surviving husband of said Constance Hart Harrison, had already retained Mr. William J. McWilliams of the Annapolis Bar to represent him in this country, and your Petitioner, acting for the Executors of the estate and through them for the residuary distributees named in the Will of the said Constance Hart Harrison had had numerous conferences with him and also with representatives of the Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, in the effort to determine both the extent of the interest, if any, of the said Robert Harrison and the method of determining such interest by legal procedure in the event an agreement could not be reached.

6. That on or about March 20, 1942, the said the Mercantile Trust Company of Baltimore, as Executor of Walter H. Hart, filed its Petition in this proceeding in the effort to have this Court determine the persons entitled to that part of the estate of Walter H. Hart which would have been distributed to the said Constance Hart Harrison had she survived. That your Petitioner informed the English solicitors for the estate of Constance Hart Harrison of said petition and was instructed by them to appear in the case in behalf of Richard Lindsay Wilson Prentice and John Philip Manning Prentice, individually and as Executors of the Will of Constance Hart Harrison, and in behalf of May Figg, Guy

Figg, Constance Veronica Figg, and the People's Dispensary for Sick Animals; the members of the Figg family and the said People's Dispensary for Sick Animals being entitled to receive eighty-five percent (85%) of the residue of the estate.

7. That said William J. McWilliams entered his appearance in the proceeding in behalf of Robert Harrison, and Mr. Linwood L. Clark, of Annapolis, ultimately came into the case in behalf of Phil and Lizzie Ennis. That other parties named in the Petition of the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, were brought into the case either by summons or by publication, but the principal controversy as to whether the said Robert Harrison was entitled to share came before this Court on a petition of the said Robert Harrison, to which a combined Demurrer and Answer was filed by your Petitioner in behalf of the interests represented by him, as above set forth, and to which a demurrer was filed in behalf of Lizzie Ennis by the said Linwood L. Clark.

8. That the demurrers were heard by this Court at which time the matter was fully argued by your Petitioner in behalf of the various persons for whom he had appeared. That thereafter, on March 30, 1944, this Court entered a decree sustaining the demurrers to the petition filed by Robert Harrison, and there was filed a very full opinion in which the Court stated its conclusion that Robert Harrison was not entitled to any interest in the real estate on the theory urged by your Petitioner that the agreements and proceedings having to do with the interest of Constance Hart Harrison in the estate of her father, Walter H.

Hart, but had the effect of converting his real estate into personalty insofar as she was concerned.

9. That on March 30, 1944, an appeal was taken to the Court of Appeals of Maryland in behalf of the said Robert Harrison, whereupon your Petitioner prepared and filed a brief on behalf of the Appellees represented by him and later argued the case before the Court of Appeals of Maryland.

10. That the Court of Appeals reversed the decision of this Court and ruled that the said Robert Harrison is entitled to receive one-half of that part of the estate of Constance Hart Harrison located in Anne Arundel County, Maryland, which actually consisted of real estate at the time of her death, or one-half of the proceeds of the sale thereof, together with the accumulated income from said one-half part.

11. That thereafter the question was raised as to the manner of making said distribution. The Mercantile Trust Company, Executor of the Estate of Walter H. Hart, desired to pay over the funds in its possession to the administrators appointed in the Orphans' Court of Anne Arundel County for the Estate of Constance Hart Harrison, but your Petitioner, acting in behalf of the persons represented by him, and also Mr. William J. McWilliams, representing Mr. Robert Harrison, insisted that the same be distributed as the proceeds of the sale of the real estate directly to the persons entitled thereto in accordance with the opinion of the Court of Appeals of Maryland. That said Mercantile Trust Company of Baltimore declined to comply with this request and your Petitioner, acting together with Mr. McWilliams,

presented the matter to this Court, which ruled that said Mercantile Trust Company of Baltimore should itself distribute the funds in its hands consisting of the proceeds of the sale of real estate which had been sold since the death of Constance Hart Harrison and in which she had an interest, and said Mercantile Trust Company of Baltimore has stated that it is ready and willing to comply with this ruling of this Court.

12. That since the decision of the Court of Appeals, your Petitioner has attended numerous conferences with representatives of the Mercantile Trust Company of Baltimore and with the other parties to this proceeding in the effort to arrive at a method of distribution and to dispose of a claim to part of the income asserted by the Salvation Army which was entitled to participate in the original estate of the late Walter H. Hart. That these conferences resulted in a settlement which was acceptable to everyone.

13. That the further hearing as to the method of distribution was held by this Court on March 5, 1945. That as has been hereinbefore set forth, the Mercantile Trust Company of Baltimore is now ready to follow the opinion of this Court as expressed after said hearing and to make the remittances direct to the various persons entitled thereto, most of whom reside in England, including the People's Dispensary for Sick Animals. That your Petitioner is informed that the Mercantile Trust Company of Baltimore is holding approximately Fifty Thousand ($50,000.00) Dollars, which will be so remitted after deducting therefrom such

further costs and charges as may be allowed said Mercantile Trust Company of Baltimore, and as may be necessary to meet tax obligations. That the sums so to be remitted to the members of the Figg family and to the People's Dispensary for Sick Animals represents eighty-five percent (85%) of the one-half part of the residue of the fund which your Petitioner believes will amount to approximately Twenty Thousand Dollars ($20,000.00), subject to such an amount as it may be necessary for the Mercantile Trust Company of Baltimore to withhold for taxes.

14. The problems presented by this case were very complicated and there was a large amount of work involved, including the many conferences which have been held and the hearings in this Court and in the Court of Appeals of Maryland. In view of these facts and the fact that said sums are directed to be remitted to England, your Petitioner believes that it is appropriate that he request this Court to direct the Mercantile Trust Company of Baltimore to pay to him from the funds in its possession, which it will remit to members of the Figg family and to the People's Dispensary for Sick Animals, as hereinbefore recited, being eighty-five percent (85%) of the amount payable to the persons entitled to receive the residue of the Estate of Constance Hart Harrison, a fee for his services to them and an amount sufficient to reimburse him in the sum of Ninety-Five Dollars and Twenty-Two Cents ($95.22) for expenses advanced by him in behalf of said persons in carrying out the various matters referred to in this Petition.

Your Petitioner feels that under the circumstances a fee to him of Twenty-Five Hundred Dollars ($2500.00) is justified.

WHEREFORE your Petitioner prays this Honorable Court to pass an appropriate order in the premises.

And as in duty bound, etc.

Carlyle Barton
Petitioner

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 26th day of January, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared CARLYLE BARTON, the within named Petitioner, and made oath in due form of law that the matters and facts set forth herein are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Amelia A. Gardner
Notary Public

We, the undersigned, members of the Bars of the City of Baltimore or of Anne Arundel County, hereby certify that we are familiar with the nature of the services rendered by Carlyle Barton, the Petitioner in the foregoing Petition, and that, in our opinion, the sum of Twenty-Five Hundred ($2500.00) Dollars is a fair and reasonable charge therefor.

Robert W. Williams

Robert N. Baer

George S. Nullman

Benjamin Nicholson

Lawrence Stracey

Bruce L. Rome

John D. Thurgarin Jr.

LINWOOD L. CLARK	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY, Executor, etc.	*	No. 7782 Equity

* *** *

Filed 30th March 1946.

Upon the Petition of Carlyle Barton heretofore filed herein for a counsel fee, and the affidavit thereto, and the Certificate of Counsel, it is this 30th day of March, 1946, by the Circuit Court for Anne Arundel County, in Equity, ORDERED:

That the Mercantile Trust Company of Baltimore, Executor, be and it is hereby authorized and directed to pay to the said Carlyle Barton the sum of Twenty-Five Hundred Dollars ($2500.00), the same being in the opinion of this Court a fair and reasonable sum for the services rendered by Carlyle Barton as recited in said Petition, together with the sum of Ninety-Five Dollars and Twenty-Two Cents ($95.22) to reimburse said Carlyle Barton for the costs and expenses advanced by him; and it is further ORDERED:

That the said Mercantile Trust Company of Baltimore, Executor, pro rate the same among, and deduct the amounts so directed to be paid from, the distributive shares of the following persons in the same proportions to each as they are entitled to participate in the residue of the estate of the late Constance Hart Harrison, after setting apart the sum payable to

her surviving husband, Robert Harrison:

May Figg	50 shares
Guy Figg	50 shares
Constance Veronica Figg ..	100 shares
People's Dispensary for Sick Animals	650 shares
Total	850 shares

and it is further ORDERED:

That the said Mercantile Trust Company of Baltimore, Executor, take allowance for the sum so directed to be paid to Carlyle Barton in its next Account to be filed in this Court, ~~and make such payment upon the ratification of such account~~. all unless cause to the contrary be shown on or before the 31st day of May, 1946, provided a copy of the aforegoing petition, certificate of counsel and of this order be forwarded by registered mail, postage prepaid, to the above-named parties, or their Solicitors in England, on or before the 26th day of April, 1946.

Judge

LINWOOD L. CLARK	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
		#7782 Equity
MERCANTILE TRUST COMPANY, Executor, etc.	*	
	*	
	*	
	*	
	*	
	*	

Filed - April 2 - 1946

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William J. McWilliams, Solicitor for Robert Harrison, respectfully represents:

1. In the latter part of 1941 your Petitioner received a letter from Robert Harrison, the surviving husband of Constance Hart Harrison, asking your Petitioner to represent him in the matter of his right to share in the estate of his deceased wife. Robert Harrison was then and still is a British subject, residing in Great Britain, and completely unknown to your Petitioner. An examination of the proceedings in the matter of the estates of Walter H. Hart and Constance Hart Harrison revealed the fact that Mr. Harrison's claim might amount to as much as Twenty-Five Thousand ($25,000.00) Dollars, Your Petitioner then advised Robert Harrison that he would undertake

to represent him, and although no specific arrangements were made with respect to the compensation of your Petitioner, it was quite apparent to your Petitioner that compensation was contingent upon his recovery for Robert Harrison of some portion of his wife's estate.

2. Your Petitioner immediately made an exhaustive investigation of the law and learned that, under the laws of England, Mr. Harrison was entitled to receive only that portion of his wife's estate which the Probate Court, in its discretion, would set aside for his use under the provisions of the Inheritance Act of 1938. Your Petitioner immediately took steps to have Mr. Harrison's solicitors in England file the necessary petition in the Probate Court in England, and also filed on behalf of Mr. Harrison a similar petition in the Orphans' Court for Anne Arundel County. There was immediate urgency in the filing of these petitions, as the time was about to expire.

3. Your Petitioner then took steps to oppose the request of Messrs. Barton and Tippett for Letters of Administration on the Estate of Constance Hart Harrison, and was successful in having the Orphans' Court appoint your Petitioner and Eugene P. Childs, Esq., as Ancillary Administrators. As matters turned out, this was a prudent move, as your Petitioner was later able to refuse to receive distributions made by the Mercantile Trust Company, Executor of the Estate of Walter H.

Hart, which distributions, if accepted by the Ancillary Administrators, would have seriously prejudiced Mr. Harrison's claim.

4. In March of 1942, the Mercantile Trust Company filed a petition asking this Honorable Court to decide and determine the persons entitled to the Estate of Walter H. Hart, and their respective interests therein, and to determine and declare the method whereby the interests of the parties should be determined and transferred. In due course, your Petitioner filed an answer on behalf of Robert Harrison, asserting his claim to one-half of the real estate belonging to his deceased wife. The matter came on for hearing before this Honorable Court in October, 1942. At that time, and as a result of numerous conferences with the Mercantile Trust Company, the Salvation Army and counsel for the numerous other parties involved, an agreement was reached which provided for the conversion of all of the real estate into money for the purpose of taking advantage of an unusually favorable appreciation in market values. An order suspending the proceedings until the conversion was completed was passed by this Honorable Court on January 9, 1943.

5. From January, 1943, until February, 1944, your Petitioner co-operated with the Mercantile Trust Company and Counsel for all of the other parties in disposing of the real estate. This necessitated numerous conferences, both in Baltimore and Annapolis, and almost constant attention to the matter

during that period. All but a few unimportant parcels of said real estate having been disposed of, your Petitioner then filed a petition demanding the adjudication of Robert Harrison's right to share in the estate of his deceased wife. Demurrers and answers were filed by other parties in interest, and shortly thereafter the matter was heard before this Honorable Court, resulting in a decree sustaining the demurrers to the Harrison petition.

6. Since the legal questions presented to the Chancellor involved the application of legal principles to an involved and somewhat novel set of facts, the Chancellor had no choice but to apply the established law in the light of the prior decisions in the Court of Appeals of Maryland. Your Petitioner promptly filed an appeal to the Court of Appeals of Maryland.

7. Your Petitioner in preparing his Appeal brief had to make an exhaustive re-examination of the law, and was obliged to devote his entire time thereto for a period of several weeks. The Court of Appeals clarified the then existing law of Maryland and reversed the decree of the Chancellor. The net result of the decision in the Court of Appeals was to enrich your Petitioner's client to the extent of about Twenty-Five Thousand ($25,000.00) Dollars.

8. After the mandate of the Court of Appeals

was sent down in July of 1944, counsel for all parties involved held numerous conferences with reference to the mechanics of distributing the estate, during which time counsel for the Salvation Army raised certain questions which gave rise to the possibility of more extended litigation. As a result of the efforts of your Petitioner and Mr. Barton, a compromise was proposed, which was acceptable to the Salvation Army, and which resulted in the loss of little, if any, of the monies due your Petitioner's client.

9. At or about the time of the successful compromise of the Salvation Army's claim, the Mercantile Trust Company raised certain questions with respect to the distribution of the estate, which necessitated further litigation resulting in a hearing before this Honorable Court on March 5, 1945. In April, 1945, this Honorable Court filed an opinion and passed an order directing the Executor to make distribution of the funds in its hands direct to the parties entitled thereto.

10. Since the passage of the aforesaid order, your Petitioner has conferred with other counsel on numerous occasions with respect to matters involving the payment of the estate tax, the difficulty of determining which was increased by the failure of the English solicitors to forward sufficient information with respect thereto.

11. Since all matters in dispute have now been

settled to the satisfaction of all parties, the Mercantile Trust Company is now ready to state its distribution account, and there is every reasonable expectation that the entire matter can be concluded in the very near future.

12. In view of the fact that under the order of this Honorable Court distribution is required to be made to the parties entitled thereto, your Petitioner anticipates serious difficulties in being adequately compensated for the services rendered his client, and, therefore, asks this Honorable Court to determine what would be a reasonable fee for your Petitioner's services, and direct the Mercantile Trust Company to pay the same to your Petitioner and charge the amount thereof to the said Robert Harrison's distributive share.

13. Your Petitioner has recited above only the important features of this litigation, and respectfully calls to the attention of this Honorable Court the fact that there were a vast number of details which had to be attended to, the recital of which would unduly prolong this Petition.

14. Your Petitioner feels that the circumstances justify a fee of Seven Thousand Five Hundred ($7,500.00) Dollars.

WHEREFORE, your Petitioner prays this Honorable Court to pass an appropriate order in the premises.

And, as in duty bound, etc.

Petitioner

We, the undersigned members of the Anne Arundel County Bar, hereby certify that we are familiar with the nature of the services rendered by the Petitioner, and that in our opinion the sum of Seven Thousand Five Hundred ($7,500.00) Dollars is a fair and reasonable charge therefor.

ORDER

Filed - 30 March 1946.

Upon the foregoing petition and certificate of Counsel, it is this 30th day of March, 1946, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Mercantile Trust Company, Executor, be, and it is hereby, authorized and directed to pay to William J. McWilliams, the sum of Seven Thousand Five Hundred ($7,500.00) Dollars, said sum being in the opinion of this Court a fair and reasonable sum for the services rendered by the said William J. McWilliams to the said Robert Harrison, together with the sum of Two Hundred Thirty-Six Dollars and Fifty ($236.50) Cents to reimburse the said William J. McWilliams for the costs and expenses advanced by him; and

It is further ORDERED that the Mercantile Trust Company, Executor, deduct said sum from the distributive share of the said Robert Harrison; and

It is further ORDERED that the Mercantile Trust Company, Executor, take allowance for the sum so directed to be paid to the said William J. McWilliams in its next account to be filed in this Court, ~~and make such payment upon the ratification of such Account,~~ all unless cause to the contrary be shown on or before the 31st day of May, 1946; provided a copy of the aforegoing petition, certificate of counsel and of this order be forwarded by registered mail, postage prepaid, to the said Robert Harrison, or his Solicitor in England, on or before the 26th day of April, 1946.

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 Seventh 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 the Fourth Auditor's Account $26,432.62 ✓

Less: Remaining Inventory value of furniture to be charged off as depreciation from use in rented furnished houses and apartments since March 21, 1937, the value of which has been recovered and accounted for in rents collected 7,309.95 ✓ $19,122.67 ✓

Filed - April 2, 1946

And with the proceeds of sales of the following real estate per Reports of Sales ratified:

Lot on Burnside Street, Eastport, Md. 6/23/43	$ 350.00 ✓	
1 and 3 King Charles Place, Annapolis, Md. 12/21/44	5,700.00 ✓	
4,5,6,7 & 8 King Charles Place, Annapolis, Md. 12/21/44	18,000.00 ✓	
123 Charles Street, Annapolis, Md. 12/21/44	4,000.00 ✓	
Garages on South Street and Lots in rear of Charles Street and King Charles Place, Annapolis, Md. 12/21/44	3,500.00 ✓	
516 Severn Avenue, Eastport, Md. 4/9/43	2,500.00	
2 Lots on South Street in rear of 77,79,81, 83 & 85 Charles Street 12/ /45	475.00	34,525.00

And with the following collections:

1 King Charles Place, 7 mos. rent from 6/1/44 to 1/1/45	$ 222.25	
3 King Charles Place, 7 mos. rent from 5/15/44 to 12/15/44	$222.25	
a/c 1 mos. rent to 1/15/45	16.00	238.25
4 King Charles Place, 9 mos. rent from 6/1/44 to 3/1/45		375.75
5 King Charles Place, 10 mos. rent from 5/1/44 to 3/1/45		342.50
6 King Charles Place, 8 mos. rent from 6/2/44 to 2/2/45		334.00
7 King Charles Place, 8 mos. rent from 6/1/44 to 2/1/45		334.00
8 King Charles Place, 9 mos. rent from 5/15/44 to 2/15/45		375.75
South Street Garage #1, 4 mos. rent from 9/29/44 to 1/29/45		12.00

South Street Garage #2, 16 mos. rent from 10/7/43 to 2/7/45		48.00	
South Street Garage #3, 2 mos. rent from 4/1/44 to 6/1/44	$ 6.00		
7 mos. from 7/21/44 to 2/21/45	21.00	27.00	
South Street Garage #5, 3 mos. rent from 11/20/44 to 2/20/45		12.00	
South Street Garage #6, 6 mos. rent (with warehouse) 6/15/44 to 12/15/44	68.40		
1 mos. rent (garage only) 12/15/44 to 1/15/45	2.85	71.25	
South Street Garage #7, Bal. 1 mos. rent to 7/16/44	2.00		
8⅓ mos. rent from 7/16/44 to 4/1/45	34.00	36.00	
South Street Garage #8, 8 mos. rent from 5/15/44 to 1/15/45		32.00	
South Street Garage #9, 10 mos. rent from 4/17/44 to 2/17/45		40.00	
South Street Garage #10, 8 mos. rent from 6/13/44 to 2/13/45		32.00	
South Street Garage #11, 9 mos. rent from 6/2/44 to 3/2/45		36.00	
South Street Garage #12, 8 mos. rent from 5/29/44 to 1/29/45		40.00	
South Street Garage #13, 9 mos. rent from 6/1/44 to 3/1/45		36.00	
516 Severn Avenue, 15 mos. rent from 4/22/44 to 7/22/45		375.00	
Garland, Md. Apt. #1, 4 mos. rent from 2/6/44 to 6/6/44		127.00	
Garland, Md. Apt. #2, 3 mos. rent from 6/1/44 to 9/1/44		95.25	
Garland, Md. Apt. #3, 4 mos. rent from 5/27/44 to 9/27/44		107.00	
Garland, Md. Apt. #4, Bal. 1 mos. rent to 5/15/44	26.00		
2 mos. rent from 5/15/44 to 7/15/44	53.50		
a/c 1 mos. rent to 8/15/44	13.75	93.25	
		$3,442.25 ✓	
Return premiums re cancellation of public liability and property damage insurance on various properties		14.87 ✓	
Amount received from James E. Emerick in adjustment of taxes, water rent, insurance and revenue stamps on sale of 123 Charles Street		230.57 ✓	3,687.69 ✓
Estate To Be Accounted For - - - - - - - - -			$57,335.36 ✓

And it craves allowance for the following payments and disbursements:

Affidavits	$	3.05 ✓
Mercantile Trust Co., Telephone toll charges		3.59 ✓
The Capital Gazette Press, Inc., Publishing Orders Nisi		10.00 ✓
Documentary Stamps on deeds to properties sold:		
Federal	$ 28.05	
Maryland	25.50	53.55 ✓

Clerk of the Circuit Court, Recording 2 Deeds to The Salvation Army		10.50
Clerk of the Circuit Court, Court costs to 6/22/45		28.75
J. R. McCrone, Jr., Preparing description of lot on First St. and part of King Charles Place		10.00
J. R. McCrone, Jr., For testifying in Court in connection with title to 516 Severn Avenue		15.00
George E. Rullman, Fee for services rendered in connection with titles to King Charles Place properties		50.00
George E. Rullman, Reimbursement for cost of recording deeds & mortgages		20.70
Eugene P. Childs, Fee for services rendered in connection with title to 516 Severn Avenue		100.00
Eugene P. Childs, Reimbursement for cost of certified copies of 3 deeds		5.00
Fred E. Voges, 5% Commission on $3,500.00 sale price of lots on King Charles Place and garages on South Street		175.00
Carl S. Thomas, 5% commission on $18,000.00 sale price of 4,5,6,7 & 8 King Charles Place		900.00
Enterprise Federal Savings & Loan Association, Purchase of an investment certificate, the income from which is to provide for the perpetual care of decedent's cemetery lot		100.00
Hopper, Polk & Purnell, Inc., 1 year's fire and extended coverage insurance on South Street Garages $1,000.00 to 6/4/45	$ 9.90	
8 King Charles Place $3,000.00 to 8/23/45	9.00	
1 & 3 King Charles Place, $4,000.00 to 9/24/45	10.40	
4 King Charles Place, $2,500.00 to 9/24/45	6.50	
5 King Charles Place $2,500.00 to 9/24/45	6.50	
6 King Charles Place, $2,500.00 to 9/25/45	6.50	
7 King Charles Place, $2,500.00 to 9/25/45	6.50	
123 Charles Street, $2,500.00 to 2/5/46	6.50	
516 Severn Avenue, $1,500.00 to 10/1/45	5.00	
	$66.80	
Less: Return premiums upon cancellation	38.57	28.23
Wm. P. Dawson Co., Plumbing repairs to Garland Apartments 6/13/44 & 8/10/44		25.90
A. W. Phillips, Repairing roofs, plastering and other miscellaneous work on South Street & King Charles Place from 6/21/44 1/11/45		277.40
A. W. Phillips, Cutting weeds on lot at foot of South Street 1944 & 1945		27.50
Robertson Paint & Supply Co. 2½ gals. paint for 3 King Charles Place		8.80
Fletcher Smith, 1 Brush & turpentine for 3 King Charles Place		2.05

W. T. Shawn, Inc., Plumbing repairs & installations at 4 & 7 King Charles Place		55.97
J. E. Campbell, Furnace repairs, 4,6 & 7 King Charles Place		36.15
Murphy Electric Co., Electrical repairs, 5 King Charles Place & 516 Severn Ave.		18.91
Sadler's Hardware Co., 2 gals. paint & 7 gals. Kem Tone		29.41
Collector and Treasurer of City of Annapolis, Md. 1944 Taxes on		
123 Charles Street	$ 49.07	
Lot rear of Charles Street	3.54	
Lot & improvements rear of Charles St.	15.01	
1 & 3 King Charles Place	71.09	
4 King Charles Place	43.07	
5 King Charles Place	44.46	
6 King Charles Place	43.79	
7 King Charles Place	47.81	
8 King Charles Place	43.38	
9 King Charles Place	3.91	
124-126 South Street	10.84	
128-138 South Street	26.91	
Personal property	75.39	478.27
James A. Walton, Treasurer, 1945 State and Anne Arundel County Taxes		
123 Charles Street	$ 60.78	
Lot rear of Charles Street	4.39	
Lot & improvements rear of Charles St.	18.59	
9 King Charles Place	4.85	
516 Severn Avenue	28.09	
124-126 South Street	13.43	
128-138 South Street	33.33	
Personal property	104.54	268.00
Annapolis Water Co., Metered water on various properties in Annapolis from 4/1/44 to 12/31/44		104.06
Anne Arundel County Sanitary Commission, Metered Water on various properties from 2/1/44 to 5/1/45		34.30
Anne Arundel County Sanitary Commission, 1945 water main & sewer benefit charge on Eastport property		12.48
J. B. Wailes & Sons, 16 tons coal for Garland Apartments		166.40
Robert J. Harvey, Janitor's services at Garland Apartments from 6/1/44 to 9/30/44 less social security tax		46.52
Collector of Internal Revenue, Social Security Tax		1.08
Maryland Unemployment Compensation Fund, Contribution due by employer for period 4/1/44 to 9/30/44		.53
Amounts paid in settlement of taxes, revenue stamps, insurance, repairs, water and rents to		
Grace Hart, on sale of 306-316 West St.		31.44
Stanley J. Reynolds, on sale of 1 & 3 King Charles Place		490.58
Samuel Dove & wife, on sale of 4,5,6,7 & 8 King Charles Place		1,758.35
Philip Van Horn Weems & wife, on sale of South St. Garages and Lots on King Charles Place		295.81

James B. Hopkins & wife, on sale of 516 Severn Avenue	266.06 ✓	
Sadie E. Tucker & husband, on sale of Lot on Burnside Street	29.20 ✓	
J. Gordon Catterton & wife, on sale of 2 lots on South Street	24.46 ✓	6,003.00 ✓

Commissions to this accountant waived except as to tax on commissions:

Estate Accounted For	$57,335.36 ✓
Less: Amount included in previous accounting and tax paid thereon	26,432.62 ✓
Additional estate subject to tax on commissions	$30,902.74 ✓

State Tax on commissions of 1/5th of 1% paid Register of Wills for Anne Arundel County 61.81 ✓

DISTRIBUTION

The Salvation Army,		
Distribution in accordance with agreement dated 1/23/39 and Decree of Court dated 3/16/45 ✓	$45,000.00 ✓	
Balance due in accordance with agreement dated 1/23/39, as per this account	6,270.55	*51,270.55
Estate Accounted For - - - - - - - - - - -		$57,335.36

* Subject to the payment of court costs and auditor's fee

The distribution above to The Salvation Army is made to the Annapolis Branch thereof for use in that City and in Anne Arundel County, Md., and is therefor exempt from the Maryland Inheritance Tax.

Venable, Baetjer & Howard
Solicitors

Mercantile Trust Company of Baltimore
By G. E. Kellenberger
Assistant Trust Officer

Baltimore City, ss,

On the 19th day of March, 1946, 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 ha paid or secured the payment of every sum or sums for which he craves an allowance,

Test: A. DiOrula
Notary Public

3000 5-44

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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 Decrees of this Honorable Court, and with the balance of the personal estate for final distribution.

Filed - 2nd April 1946

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 20th day of March, 1946, 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 - April 15 - 1946

.....

ORDERED by the Circuit Court of Anne Arundel County, this 15th day of ~~March~~ April, 1946, 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.

Ian Clark

Judge

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 May 3-1946

April 26, 1946

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Dr. Linwood L. Clark vs. Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, et al

in ac.

Executor's Commissions Waived				
To Executor for Court costs, viz:				
Clerk of Court - Court costs to 6/22/45		28	75	
Clerk of Court - Court costs to 4/2/46		12	50	
Auditor - stating this account		85	50	
				126 75
To Executor for Expenses, viz:				
Capital-Gazette Press- Orders Nisi (Sales)		10	00	
Capital-Gazette Press - " " (this acct.)		5	00	
Clerk of Court - recording two deeds to Salvation Army		10	50	
Documentary Stamps on deeds to properties sold		53	55	
Miscellaneous Expense - affidavits, telephone toll charges, etc.		6	64	
J. R. McCrone, Jr. - preparing descriptions lot on Frist St. and part of King Charles Place		10	00	
J. R. McCrone, Jr. - witness fee		15	00	
George E. Rullman - legal services		50	00	
George E. Rullman - reimbursement for cost of recording deeds and mortgages		20	70	
Eugene P. Childs - legal services		100	00	
Eugene P. Childs - reimbursement for certified copies of three deeds		5	00	
Fred E. Voges - commission on sale of King George St. lots and South St. garages		175	00	
Carl S. Thomas - commission on sale of 4, 5, 6, 7 and 8 King Charles Place		900	00	
Enterprise Federal Savings & Loan Ass'n - purchase of investment certificate to provide income for perpetual care of deceased's cemetary lot		100	00	
Hooper, Polk & Purnell, Inc. - one year's fire insurance and extended coverage on various properties	$66.80			
Less returned premiums	38.57	28	23	
J. B. Wailes & Sons - coal for Garland Apartments		166	40	
Robert J. Harvey- janitor's service at Garland Apartments		46	52	
Collector of Internal Revenue - social security tax		1	08	
Maryland Unemployment Compensation Fund- conribution due by employer 4/1/44 - 9/30/44			53	
Expenses incurred by Executor in connection with management of real estate, including material and supplies, labor, repairs, replacements and all maintenance expense		482	09	2,186 24

To Executor for Taxes, viz:				
1945 State and County taxes on real estate	163	46		
1945 State and County taxes on personalty	104	54		
1944 Annapolis City & Metropolitan Sewerage taxes on real estate	402	88		
1944 Annapolis City taxes on personalty	75	39		
Register of Wills- State Tax on commissions of 1/5 of 1% of $30,902.74	61	81	808	08
To Executor for Benefit Charges, viz:				
Annapolis Water Co. - metered water from 4/1/44 to 12/31/44	104	06		
Anne Arundel County Sanitary Commission- 1945 water main and sewer charges	12	48		
Anne Arundel County Sanitary Commission- metered water for various properties from 2/1/44 to 5/1/45	34	30		
			150	84
To Executor for Adjustments of taxes, revenue stamps, insurance, repairs, water and rents in connection with sale of following properties:				
To Grace Hart - 306-316 West Street	31	44		
To Stanley J. Reynolds - 1 and 3 King Charles Place	490	58		
To Samuel Dove and Wife - 4, 5, 6, 7 and 8 King Charles Place	1,758	35		
To Philip Van Horn Weems and wife - South St. garages and lots on King Charles Place	295	81		
To James B. Hopkins and wife - 516 Severn Avenue	266	06		
To Sadie E. Tucker and husband - lot on Burnside Street	29	20		
To J. Gordon Catterton and wife - 2 lots on South Street	24	46	2,895	90
To Executor for following distribution, viz:				
The Salvation Army - distribution in accordance with agreement dated 1/23/39 and Decree of Court dated 3/16/45	45,000	00		
The Salvation Army - balance due in accordance with agreement of 1/23/39	6,167	55	51,167	55
			57,335	36

with Mercantile-Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased. Cr.

1944						
Aug.	1	Amount of personal property and estate retained by Executor as shown by Fourth Account of the Auditor filed on 8/1/44	26,432	62		
		LESS				
		Remaining Inventory Value of furniture to be charged off as depreciation from use in rented furnished houses and apartments since 3/21/37, the value of which has been recovered and accounted for in rents collected	7,309	95		
					19,122	67
		Proceeds of sale of the following real estate as per Reports of Sales ratified:				
		Lot on Burnside Street, Eastport, Md.	350	00		
		1 and 3 King Charles Place, Annapolis	5,700	00		
		4, 5, 6, 7 and 8 King Charles Place	18,000	00		
		123 Charles Street, Annapolis, Md.	4,000	00		
		Garages on South Street and Lots in rear of Charles St. and King Charles Place, Annapolis, Md.	3,500	00		
		516 Severn Avenue, Eastport, Md.	2,500	00		
		2 Lots on South Street in rear of 77, 79, 81, 83 and 85 Charles St.	475	00	34,525	00
		Amount of gross rent receipts from various properties, as set forth in Executor's Report filed 4/2/46			3,442	25
		Amount of return premiums from cancellation of public liability and property damage insurance on various properties			14	87
		Amount received from James E. Emerick in adjustment of taxes, water rent, insurance and revenue stamps on sale of 123 Charles Street			230	57
					57,335	36

ORDER NISI

LIBER 74 PAGE 123

Linwood L. Clark

VERSUS

Mercantile Trust Company of Baltimore, a body corporate, Executor of Walter H. Hart, et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 7782 Equity.

Filed May 3 1946

ORDERED, This 3rd day of ~~April~~ May, 1946, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of ~~May~~ 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 4th day of ~~May~~ June next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

Filed June 10, 1946

ORDERED BY THE COURT, this 10 day of June, 1946, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Sam. J. McSherry

10

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 7782—Equity

Linwood L. Clark vs. Mercantile Trust Company of Baltimore, a body corporate, Executor of Walter H. Hart, et al.

Ordered, this third day of May, 1946, that the report and account of the Auditor, filed this day in the above entitled cause be Ratified and Confirmed, unless cause to the contrary be shown on or before the 4th 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 4th day of June, next.

JOHN H. HOPKINS, 3rd. Clerk.

True Copy, Test:
JOHN H. HOPKINS, 3rd. Clerk.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 5, 1946

We hereby certify, that the annexed Order Nisi - Aud. Report

Linwood L. Clark vs. Mercantile Trust Co. of Balt.

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 4th day of June, 1946. The first insertion being made the 4th day of May, 1946

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

Filed June 5th 1946

No. E. C. 3732

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LIBER 74 PAGE 124

LINWOOD L. CLARK	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
MERCANTILE TRUST COMPANY, Executor, etc.	*	No. 7782 Equity

* *** *

O R D E R

Filed June 8 - 1946

It appearing to the Court that the provisions of the Orders heretofore made in the above entitled cause on the 30th day of March, 1946, upon the Petitions of Carlyle Barton and William J. McWilliams for counsel fees and for reimbursement for expenses heretofore filed in said cause, as set forth in said Orders, have been fully complied with, and that no cause to the contrary has been shown on or before the 31st day of May, 1946, as set forth in said Orders, it is, this 8th day of June, 1946, by the Circuit Court for Anne Arundel County, in Equity, ORDERED:

That the Mercantile Trust Company of Baltimore, Executor, promptly pay the amount so allowed to said Carlyle Barton and William J. McWilliams, as provided in said Orders of this Court of March 30, 1946.

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

.....

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:

Filed Oct 21-1946

1. That by a Decree of this Honorable Court your petitioner has been directed to distribute the balance of the share of Constance Hart Harrison remaining in its hands.

2. That attached hereto and prayed to be taken as a part hereof is a report wherein your petitioner charges itself with the amount of the undistributed share of the said Constance Hart Harrison and credits itself with its costs and disbursements with certain distributions in accordance with the Decree of this Honorable Court and with the balance of cash for final distribution after the determination and settlement of certain now contingent liabilities.

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 17th day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared G. E. 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 Petition are true as therein set forth, to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Helen W. McGee
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 Oct. 23, 1946.

ORDERED by the Circuit Court of Anne Arundel County, this 23rd day of October, 1946, 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

LIBER 74 PAGE 127

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 Account of Mercantile Trust Company of Baltimore in distribution of that portion of proceeds from sale of real estate determined by this Honorable Court to be distributed to the heirs-at-law and devisees under the Will of Constance Hart Harrison, deceased.

Filed Oct 31, 1946

This accountant charges itself with the following amounts which, by Decrees of this Honorable Court on the respective dates shown, became distributable to the Estate of Constance Hart Harrison out of the Estate of Walter H. Hart, deceased.

June 3, 1943	$18,750.00	
October 7, 1943	17,500.00 ✓	
January 4, 1944 ✓	9,298.24 ✓	
January 21, 1944 ✓	3,533.11 ✓	$49,081.35
Total To Be Accounted For - - - - - - - - - - - - - - - -		$49,081.35 ✓

And it craves allowance for the following:

Register of Wills for Anne Arundel County, Certified copy of Will of Constance Hart Harrison	$ 3.00* ✓	
Mercantile Trust Company of Baltimore, Distribution Fee of 1/2 of 1% on $49,081.35 per Order of Court	245.40*	
Venable, Baetjer & Howard, Fee as counsel to this accountant per Order of Court	50.00*	
Carlyle Barton, Fee and disbursements as counsel to legatees and devisees under the will of Constance Hart Harrison per Order of Court June 8, 1946 ✓	2,595.22 ✓	
William J. McWilliams, Fee and disbursements as counsel to Robert Harrison per Order of Court June 8, 1946	7,736.50 ✓	10,630.12

Estate Retained for Further Accounting and Distribution

After the United States of America Estate Tax liability has been finally determined and after payment by the Executors and/or Administrators C.T.A. of the debts due by decedent and the pecuniary legacies bequeathed by the will of Constance Hart Harrison:

Cash, the sum of 5,000.00

6.00

DISTRIBUTION

William J. McWilliams and Eugene P. Childs, Administrators C.T.A. Estate of Constance Hart Harrison, Balance due account of decedent's proportionate share of personal estate on hand but undistributed by the Estate of Walter H. Hart as of the date of her death on April 25, 1941 * 1,127.75
(Maryland Inheritance Tax thereon paid Register of Wills for Anne Arundel County by Estate Walter H. Hart on December 27, 1938)

Total Accounted For	$49,081.35
Less: Payments supra (*) chargeable against general fund	1,426.15
Balance distributable one-half to surviving spouse and one-half to residuary legatees and devisees under will of Constance Hart Harrison	$47,655.20
Less: Cash retained for further accounting	5,000.00
Amount now available for Distribution	$42,655.20

Robert Harrison of Cockfield, County of Suffolk, England, surviving husband of Constance Hart Harrison, deceased: One-half of $42,655.20 or $21,327.60 ✓

Less: 1% Maryland Inheritance Tax	$ 213.28 ✓		
Counsel Fee and disbursements paid William J. McWilliams	7,736.50 ✓	7,949.78 ✓	13,377.82 ✓

May Figg of Pendarves, St. Minver, Wadebridge, Cornwall, England: 50/1000ths of one-half of $42,655.20 or $ 1,066.38 ✓

Less: 7½% Maryland Inheritance Tax 50/850ths of $2,595.22 Counsel Fee and disbursements paid Carlyle Barton	$ 79.98 ✓ 152.66 ✓	232.64 ✓	833.74 ✓

Guy Figg of Pendarves, St. Minver, Wadebridge, Cornwall, England: 50/1000ths of one-half of $42,655.20 or $ 1,066.38 ✓

Less: 7½% Maryland Inheritance Tax 50/850ths of $2,595.22 Counsel Fee and disbursements paid Carlyle Barton	$ 79.98 ✓ 152.66 ✓	232.64 ✓	833.74 ✓

Constance Veronica Figg of Pendarves, St. Minver, Wadebridge, Cornwall, England: 100/1000ths of one-half of $42,655.20 or $ 2,132.76 ✓

Less: 7½% Maryland Inheritance Tax	$ 159.96 ✓		
100/850ths of $2,595.22 Counsel Fee and disbursements paid Carlyle Barton	305.32 ✓	465.28 ✓	1,667.48 ✓
Naomi Wilton (daughter of C. Pleydell Wilton, Esq.) now Mrs. P. J. Batten c/o Lloyds Bank Ltd., Bombay, India: 100/1000ths of one-half of $42,655.20 or		$2,132.76 ✓	
Less: 7½% Maryland Inheritance Tax		159.96 ✓	1,972.80 ✓
Phil Ennis of Annapolis, Maryland: 25/1000ths of one-half of $42,655.20 or		$ 533.19 ✓	
Less: 7½% Maryland Inheritance Tax		39.99 ✓	493.20 ✓
Lizzie Ennis of Annapolis, Maryland: 25/1000ths of one-half of $42,655.20 or		$ 533.19 ✓	
Less: 7½% Maryland Inheritance Tax		39.99 ✓	493.20 ✓
(NOTE: $400.00 of this amount is due William J. McWilliams and Eugene P. Childs, Administrators C.T.A. for advancements made to or for the account of legatee)			
The People's Dispensary for Sick Animals of 14 Clifford Street, London, W.I. England: 650/1000ths of one-half of $42,655.20 or		$13,862.94 ✓	
Less: 7½% Maryland Inheritance Tax	$1,039.72 ✓		
650/850ths of $2,595.22 Counsel Fee and disbursements paid Carlyle Barton	1,984.58 ✓	3,024.30 ✓	10,838.64 ✓
Register of Wills for Anne Arundel County, Maryland Inheritance Tax			1,812.86 ✓
Total Accounted For -			$49,081.35

Mercantile Trust Company of Baltimore

By G. E. Kellenberger

Assistant Trust Officer

Baltimore City, ss:

On the 17th day of October, 1946, came G. E. Kellenberger, Assistant Trust Officer of Mercantile Trust Company of Baltimore, 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.

Helen W. MacKay

Notary Public

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 of the estate of Walter H. Hart, late of Anne Arundel County, deceased, respectfully shows:

Filed 1st Nov. 1946

1. That your petitioner, pursuant to the decree of this honorable court, has proceeded to the final settlement of the estate of Constance Hart Harrison, and has heretofore, on Monday, October 21st, 1946, filed its expense and partial distribution account herein.

2. That in and by said account it has craved allowance for the following two sums, viz., Two Hundred Forty-five Dollars and Forty Cents ($245.40), representing a distribution fee for itself of one-half of one per cent on the amount distributed, and a counsel fee to its solicitors, Messrs. Venable, Baetjer and Howard, of Fifty Dollars ($50.).

3. That the distribution fee is the usual and ordinary fee allowed to your petitioner by statute, and the fee in the amount of $50. to Messrs. Venable, Baetjer and Howard covers work done by its said solicitors in connection with the Federal Estate Tax of said decedent and the preparation of said account. That the work done by your petitioner's solicitors in connection with the Federal Estate Tax return consisted in the large of two conferences held by your petitioner, one of the executors of the estate of Constance Hart Harrison and said counsel with the Federal Estate Tax authorities in Baltimore. The other services of your petitioner's said counsel being the general advice

given in connection with the Estate Tax return ~~rate~~ and the preparation of said account.

WHEREFORE, your petitioner prays this honorable court to pass an order authorizing the payment of said distribution fee to itself and the fee of $50. to Messrs. Venable, Baetjer and Howard, its counsel.

And your petitioner, etc.

MERCANTILE TRUST COMPANY
OF BALTIMORE

Venable, Baetjer & Howard

By T. E. Kellenberger
Asst. Trust Officer

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

I HEREBY CERTIFY, That on this 28th day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, 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 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

ORDERED, by the Circuit Court of Anne Arundel County, in Equity, this 1st day of November, 1946, upon the foregoing petition and affidavit of Mercantile Trust Company of Baltimore, Executor of the estate of Walter H. Hart, late of Anne Arundel County, deceased, be and it is hereby authorized and directed to pay unto itself as a distribution fee for the distribution of the estate of Constance Hart Harrison, referred to in the above and foregoing petition, the sum of Two Hundred Forty-five Dollars and Forty Cents ($245.40) and unto its counsel, Messrs. Venable, Baetjer and Howard, for the services therein referred to, the sum of Fifty Dollars ($50.).

Judge

LIBER 74 PAGE 132

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

Filed- 6 Nov. 1946

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, the same being a distribution account of that portion of the proceeds of sale of real estate determined by this Court to be distributed to the heirs at law and devisees under the Will of Constance Hart Harrison by the Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, deceased, and Trustee in this cause, by Decree dated April 28, 1945.

October 30, 1946.

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 Mercantile Trust Company of Baltimore, Executor of Walter H. Hart, - distribution fee of 1/2 of 1% of $49,081.35, as per Order of Court				245 40
To Executor for Court costs, viz:				
Clerk of Court - costs in connection with this distribution account		6 00		
Auditor - stating this account		49 50		55 50
To Executor for Expenses, viz:				
Capital-Gazette Press - Order Nisi on this account		5 00		
Register of Wills - certified copy Will		3 00		
Venable, Baetjer & Howard - counsel fee (Order of Court)		50 00		
Carlyle Barton - fee for legal services, and disbursements, as counsel to legatees and devisees under will of Constance Hart Harrison (Order of 6/8/46)		2,595 22		
William J. McWilliams - fee for legal services, and disbursements, as counsel to Robert Harrison (Order of 6/8/46)		7,736 50		10,389 72
Cash retained for further accounting and distribution after final determination of Federal Estate Tax liability, and payment of debts due by decedent and pecuniary legacies bequeathed by will of Constance Hart Harrison				4,939 50
William J. McWilliams and Eugene P. Chilas, Admrs. C.T.A. of Constance Hart Harrison- balance due on account decedent's proportionate share of personal estate on hand but undistributed by Estate of Walter H. Hart at the time of her death on April 25, 1941				1,127 75
Total amount for distribution		49,081 35		
Less total payments chargeable against general fund		1,486 65		
		47,594 70		
Less cash retained for further accounting		4,939 50		
AMOUNT NOW AVAILABLE FOR DISTRIBUTION		42,655 20		
Distribution of $42,655.20 as follows:				
To Robert Harrison of Cookfield, County of Suffolk, England, surviving husband of Constance Hart Harrison - one-half		21,327 60		
Less:				
1% Maryland inheritance tax	213.28			
Counsel fee and disbursements paid to Wm. J. McWilliams, as above	7,736.50			
		7,949 78		13,377 82

To May Figg of Pendarves, St. Minver, Wadebridge, Cornwall, England - 50/1000ths of one-half of $42,655.20	1,066 38		
Less: 7½% Maryland inheritance tax $ 79.98 50/850ths of $2,595.22, counsel fee and disbursements paid Carlyle Barton, as above 152.66	232 64		833 74
To Guy Figg of Pendarves, St. Minver, Wadebridge, Cornwall, England - 50/1000ths of one-half of $42,655.20	1,066 38		
Less: 7½% Maryland inheritance tax $ 79.98 50/850ths of $2,595.22, counsel fee and disbursements paid Carlyle Barton, as above 152.66	232 64		833 74
To Constance Veronica Figg of Pendarves, St. Minver, Wadebridge, Cornwall, England- 100/1000ths of one-half of $42,655.20	2,132 76		
Less: 7½% Maryland inheritance tax $ 159.96 100/850ths of $2,595.22, counsel fee and disbursements paid Carlyle Barton, as above 305.32	465 28		1,667 48
To Naomi Wilton (now Mrs. P.J. Batten,) c/o Lloyds Bank Ltd., Bombay, India - 100/1000ths of one-half of $42,655.20	2,132 76		
Less: 7½% Maryland Inheritance Tax	159 96		1,972 80
To Phil Ennis of Annapolis, Maryland - 25/1000ths of one-half of $42,655.20	533 19		
Less: 7½% Maryland Inheritance tax	39 99		493 20
To Lizzie Ennis of Annapolis, Maryland - 25/1000ths of one-half of $42,655.20	533 19		
Less: 7½% Maryland Inheritance tax	39 99		493 20
To The People's Dispensary for Sick Animals of 14 Clifford Street, London, W.I. England: 650/1000ths of one-half of $42,655.20	13,862 94		
Less: 7½% Maryland Inheritance tax $ 1,039.72 650/850ths of $2,595.22, counsel fee and disbursements paid Carlyle Barton, as above 1,984.58	3,024 30		10,838 64
R. Glenn Prout, Register of Wills for Anne Arundel County - total Maryland Inheritance tax			1,812 86
			49,081 35

with Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased. Cr.

	Amounts distributable to the Estate of Constance Hart Harrison by Decrees of this Court as follows		
6/3/43		18,750 00	
10/7/43		17,500 00	
1/4/44		9,298 24	
1/21/44		3,533 11	49,081 35
			49,081 35

ORDER NISI LIBER 74 PAGE 136

Filed Nov. 6, 1946

Linwood L. Clark
VERSUS
Mercantile Trust Company of Baltimore, a body corporate, Executor of Walter H. Hart, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 7782 Equity.

ORDERED, This 6" day of November, 19 46, That the Sixth Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7" day of 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 7" day of ~~November~~ December next.

John H. Hopkins, 3rd. Clerk.

Filed Dec. 12/946

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of December, 1946, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James C. Clark
Judge.

Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1946

We hereby certify, that the annexed

Order Nisi

Walter H. Hart

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of December, 1946 The first insertion being made the 14th day of November, 1946

THE CAPITAL-GAZETTE PRESS, INC.

By Inez Carlson

Order NISI
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 7782 Equity
Linwood L. Clark
versus
Merchantile Trust Company of Baltimore, a body corporate, Executor of Walter H. Hart, et al.
Ordered, this 6th of November, 1946, that the Sixth Report and Account of the Auditor, filed this day in the above entitled cause be ratified and confirmed on or before the
7th 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 7th day of December next.
JOHN H. HOPKINS, 3rd. Clerk
True Copy: Test: JOHN H. HOPKINS 3rd., Clerk n-2°

Filed, December 12, 1946

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LIBER 74 PAGE 137

ERNEST S. MILLIGAN
and
GRACE E. MILLIGAN
Crownsville, Maryland
Long Point on the Severn,
vs.
C. HARRINGTON BURROUGHS
and
NANNIE T. BURROUGHS
Crownsville, Maryland
Long Point on the Severn

Equity # 9700

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators Complaining say:

1. That on June 24, 1946, by virtue of a deed from Eleanor Elizabeth Bloomquist et al to your Complainants, recorded in JHH 365 folio 209 of the Land Records of Anne Arundel County, Maryland, your Orators became the owner of a lot or parcel of real property in a subdivision known as Long Point on the Severn, (located betwe n "Smallwood" and"Gassoway" as shown on plat filed as Exhibit #3) And that the plan of subdivision of Long Point on the Severn provided for a road of 20 feet in width, (being generally referred as an old farm road through said property) for the purposes of ingress and egress, into and out of the property conveyed, to the main County Road. Certified copies of deeds herewith filed as exhibit # 1 and exhibit # 2.

2. That Joseph E. Hall and Adda M. Hall, his wife, prior owners of tract and who were the owners of the entire tract of land known as Long Point on the Severn, prior to subdivision thereof, did survey and lay out said 20 foot road as to permanantly identify the existing farm road, (as shown on a plat and survey by J. Spence Howard, May 1922, copy herewith filed as complainants' exhibit #3) and from information and belief, specifically reserved the right of way in all subsequent conveyances, for their benefit of the lands retained by them and for the benefit of all subsequent grantees of any

Filed May 18. 1949.

of the lands conveyed by them. The intention of said Joseph E. Hall and wife, being, to provide a 20 foot road in common for the use and benefit of all their grantees of the property conveyed or to be conveyed in said subdivision.

3 That on November 15, 1937, C. Harrington Burroughs, one of the respondents herein, became the owner of a parcel of land in the subdivision aforesaid (shown on the plat aforesaid as "Williams"). That the deed from Sue C. Williams to C. Harrington Burroughs, one of the respondents herein, recorded in JHH 175 folio 64 (Certified copy of said deed herewith filed as Complainants' exhibit #4) specifically reserved the Right of Way over the existing farm road leading from the property now or formerly owned by Joseph E. Hall and wife to the Public Road, into and out of the property so conveyed, for the purposes of ingress and egress to and from the said property as aforeshown, and reserving to said Joseph E. Hall and wife or their grantees, a right of way over the property so conveyed by "the existing road".

4. That on the 11th day of March 1946, by virtue of a deed from Elizabeth Bloomquist et al. to C. Harrington Burroughs and Nannie T. Burroughs, his wife, respondents herein,and recorded in JHH no. 352 folio 299 of the Land Records of Anne Arundel County, Maryland, (Certified copy of deed filed herewith as Complainants' exhibit #5) became the owner of another parcel of land in the subdivision aforesaid adjoining on the western side of the parcel shown as "William" on the plat aforesaid. Said lot having a frontage of 25 feet on the 20 foot road with a depth therefrom to the waters of Little Round Bay.

5. And that on or about June 1947, the respondents, without consent or authorization of Adda M. Hall (widow) or any of the property owners of said subdivision, and totally ignoring the rights of all the property owners of said Long Point on the Severn, did improperly erect or caused to be erected a stone and rough rock wall upon the said 20 foot right of way, to the extent that said 20 foot right of way was reduced in width to a six or seven foot road. Said wall being so constructed and situated on the curve of said road that

the Complainants as well as all other property owners in the subdivision aforesaid, are deprived of the ordinary uses of said right of way. Your Orators, at the time of the construction of said wall by the Respondents, strongly objected to the same and requested that the Respondents cease and desist from interference with said 20 foot road thereby created. That in spite of these protests on the part of your Complainants and other property owners of the subdivision aforesaid, the Respondents completed the erection of said wall and have refused to remove same and to restore the said right of way, (though frequently requested) to its condition as it was before the unauthorized acts aforesaid.

6. That your Complainants aver by reason of the provision in their deed, as well as the provisions in the deeds of other property owners in said subdivision, that they are entitled to the use of said 20 foot road in common with others who are entitled to use thereof, free of any obstruction or interference caused by the Respondents; and that your Complainants have been injured and damaged by the unlawful acts of the Respondents and if said road is not restored to its former width, your Complainants will suffer great and irreparable damage.

7. That the Complainants' desire, and believe that they are rightfully entitled to the immediate removal of said stone and rough rock wall and the restoration of said 20 foot road, as it was prior to the erection of said wall obstruction, and having no adequate remedy at law to compel the Respondents to remove same and restore said road, are hereby availing themselves of their equitable remedy to enjoin the damaging and destructive trespass aforesaid, and the said interference with their use of said road; that the said improper acts of the Respondents are not susceptible of adequate compensation in the ordinary course of law, but cause continuing and irreparable damage to your Complainants in their enjoyment and use of said road, and Your Complainants requests and prays a mandatory injunction to issue herein, requiring the Respondents to remove said stone and and rough rock wall and also restrain them from further erection of

any type of fence or wall in any manner upon said road, and restore said 20 foot road to the same condition as it was, prior to the improper acts of the Respondents.

TO THE END THEREFORE:

1. That the said C. Harrington Burroughs and Nannie T. Burroughs, be required by mandatory injunction to remove any and all of the rock wall and other obstruction which they have erected or caused to be erected on the 20 foot right of way over their property, as shown on said plat, at Long Point on the Severn, Herald Harbor, Maryland, and that they be required by order of this Honorable Court, by mandatory injunction, to restore the said road to its condition prior to the erection of said obstruction.

2. That the Respondents, be enjoined from placing, erecting or attaching any matter, object or thing in any manner or form, after the removal of the obstruction aforesaid, upon said 20 foot road and from interfering with ordinary and reasonable use thereof by the Complainants.

3. That your Complainants may have such other and further relief in the premises as the nature of their case may require.

And as in duty bound etc.

Ernest S. Milligan
Ernest S. Milligan

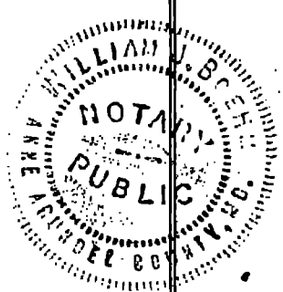
Grace E. Milligan
Grace E. Milligan

William J. Boehm
William J. Boehm
Solicitor for the Complainants
160 South Street, Annapolis,
Maryland

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 17th day of May, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Ernest S. Milligan and Grace E. Milligan and made oath in due form of law that the matters and facts stated in the aforegoing Bill of Complaint are true as therein set forth, to the best of their knowledge information and belief.

As witness my hand and seal Notarial.



William J. Boehm
Notary Public

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Complainant's Exhibit # 1 no 9702 Equity

No title examination.

INT.REV.STAMP $2.20- MD. STATE STAMP $1.70

THIS DEED, made this eleventh day of June, in the year Nineteen Hundred and Forty-Six (1946), by and between Eleanor Elizabeth Bloomquist, widow, of Arlington, Virginia, and Charlotte M.Steinacker and William E. Steinacker, her husband, of Brookline Massachusetts, parties of the first part; and Ernest S. Milligan and Grace E. Milligan, his wife, of Prince George County, State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations paid them by the parties of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said parties of the second part, their heirs and assigns, forever in fee simple, as tenants by the entirety.

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, located on Round Bay and Little Round Bay and known as Long Point on the Severn River, in the County aforesaid, and described as follows:

BEGINNING for the same at an iron pipe located in the center of a 20-foot road, said point of beginning is also northwesternmost corner in that conveyance from Adda M. Hall, widow, to Julia A. Zehner, December 27, 1940, and recorded among the Land Records of aforesaid County in Liber J.H.H. No. 231, folio 213; thence with center line of said 20-foot road, south 31 degrees 01 minute 00 seconds east 16.30 feet to a point that marks the end of the first line of that conveyance from Joseph E. Hall and Adda M. Hall, his wife, to Lucille M. Fogle, dated July 6, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. No. 164, folio 424; thence with the second line of said conveyance from Hall to Fogle south 47 degrees 24 minutes 30 seconds west 131.24 feet to a point on the shore line of Little Round Bay. Thence with the shore line of Little Round Bay, north 14 degrees 09 minutes 00 seconds west 27.30 feet, north 26

Filed May 18: 1946.

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degrees 55 minutes 00 seconds west 17.26 feet. Thence leaving the shore line of Little Round Bay and running north 38 degrees 43 minutes 30 seconds east 127.30 feet to a point in the center of a 20-foot road as shown on a plat made by Edward Hall, Jr., Surveyor, August 1925, and recorded among the Plat Records of aforesaid County in Cabinet No. 1, Rod N, Plat No. 13. Thence with said 20-foot road south 31 degrees 01 minutes 00 seconds east 4.78 feet. Thence leaving said road and running north 63 degrees 59 minutes 50 seconds east 107.85 feet to a point on the shore of Round Bay. Thence with shore line of Round Bay south 33 degrees 04 minutes 00 seconds east 45.00 feet to a point which marks northmost corner of Lot No. 5, as shown on above mentioned plat by Edward Hall, Jr. Thence leaving shore line of Round Bay and running south 66 degrees 30 minutes 00 seconds west 110.00 feet to point of beginning.

BEING a portion of that property which was conveyed to Eleanor Elizabeth Bloomquist and Earl A. Bloomquist, her husband (since deceased), and Charlotte M. Steinacker and William E. Steinacker, her husband, by Adda M. Hall, widow, by deed dated February 27,1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 256 folio 232.

TOGETHER WITH the buildings and improvements thereon and all and every the rights, ways, waters, privileges, and appurtenances thereto belonging or in anywise appertaining, subject to the following restrictions:

1. The property hereby conveyed is to be used for residential purposes only and no dwelling to be erected thereon shall cost less than Fifteen Hundred ($1500) Dollars.

2. Any garage or outbuilding placed on the above-described property shall be at least twenty-five feet from the street or road upon which the said lots front.

3. No spirituous or fermented liquors shall be made or sold upon the premises.

4. No open privy or toilet shall be erected or maintained on the premises unless connected with a cesspool of a type approved by the Maryland State Board of Health.

5. The property hereby conveyed shall never be sold, rented, leased, or conveyed to any Negro or person of African descent.

TO HAVE AND TO HOLD the above-described property to and unto the proper use and benefit of the said parties of the second part, their heirs and assigns, forever in fee simple, as tenants by the entirety, subject to the restrictions herein set forth.

AND the said parties of the first part hereby 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 or necessary.

WITNESS the hands and seals of the said parties of the first part.

TEST:

ELEANOR ELIZABETH BLOOMQUIST (SEAL)

CHARLOTTE M. STEINACKER (SEAL)

RUBY W. CHANEY

WILLIAM E. STEINACKER (SEAL)

GEORGE E. RULLMAN.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 22nd day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Eleanor Elizabeth Bloomquist, widow, and she acknowledged the foregoing deed to be her act.

Witness my hand and Notarial Seal.

RUBY W. CHANEY

(NOTARIAL SEAL)

NOTARY PUBLIC

STATE OF MASSACHUSETTS, COUNTY OF NORFOLK, to wit:-

I hereby certify, that on this 11 day of June, 1946, before me, the subscriber, a Notary Public of the State of Massachusetts, in and for said County, personally appeared Charlotte M. Steinacker and William E. Steinacker, her husband, and they acknowledged the

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foregoing instrument of writing to be their act and deed.

WITNESS my hand and Notarial Seal.

WILLIAM G. SMITH

(NOTARIAL SEAL) NOTARY PUBLIC

Recorded - 24th June, 1946, at 2:15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing DEED was truly taken and copied from Liber J.H.H. No. 365, Folio 209, etc., one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th day of May, A. D., 1949.

John H. Hopkins 3rd
CLERK.

Complainant's Exhibit # 2

no 9700 Equity

No title examination made.

THIS CONFIRMATORY DEED made this 9th day of February, 1949, by and between Eleanor Elizabeth Bloomquist, widow, of Arlington, State of Virginia, Charlotte M. Steinacker and William E. Steinacker, her husband, of Brookline, State of Massachusetts, parties of the first part, hereinafter called "GRANTORS"; and Ernest S. Milligan and Grace E. Milligan, his wife, parties of the second part, hereinafter called "GRANTEES", WITNESSETH:

Filed May 18, 1949

WHEREAS, by deed dated the 11th day of June, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 365, folio 209, the above named GRANTORS intended to convey unto the above named GRANTEES the lot of ground hereinafter described, but said lot and the right of way therein mentioned were erroneously described in said deed; and

WHEREAS, in order to correct said errors this Confirmatory Deed is executed.

NOW, THEREFORE, THIS CONFIRMATORY DEED WITNESSETH: That for and in consideration of the premises, and of the sum of Five Dollars, ($5.00), the receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant, convey and confirm unto said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, locatedon Round Bay and Little Round Bay, and known as Long Point on the Severn River, and described as follows:

Beginning for the same at an iron pipe here set in the center line of a twenty foot right of way leading from Long Point on the Severn to Herald Harbor and the County Road,-said point of beginning being located South 39 degrees 04 minutes 10 seconds East 52.95 feet from the intersection of the easternmost boundary line in that conveyance from J. E. Hall and wife to Clara H. Summers and Julian C. and Madeline C. Smallwood, dated April 28, 1922, and recorded among the Land Records of Anne

Arundel County in Liber W.N.W. No. 55 folio 236, and the center line of the twenty foot right of way above mentioned;- thence from the point of beginning so fixed North 63 degrees 46 minutes 50 seconds East 117.58 feet to an iron pipe ; thence North 63 degrees 46 minutes 50 seconds East 8.2 feet, more or less, to the shore line of Round Bay; thence with the shore line of Round Bay South 30 degrees 13 minutes 30 seconds East 44.78 feet; thence leaving said shore line and running South 66 degrees 17 minutes 00 seconds West 120.01 feet to the center line of the above mentioned right of way; thence with the center line of said right of way South 39 degrees 04 minutes 10 seconds East 19.01 feet; thence leaving said right of way and running South 47 degrees 09 minutes 50 seconds West 124.46 feet to a point on the shore line of Little Round Bay; thence with the shore line of Little Round Bay North 14 degrees 22 minutes 00 seconds West 27.30 feet and North 27 degrees 08 minutes 00 seconds West 17.26 feet; thence leaving said shore line and running North 38 degrees 27 minutes 30 seconds East 111.87 feet to the center of said twenty foot right of way; thence with said center line of said right of way North 39 degrees 04 minutes 10 seconds West 1.84 feet to the point of beginning. The twenty foot right of way in this description is according to a survey made by James D. Hicks, County Surveyor, in September, 1948. Being a portion of the property which was conveyed to the said Eleanor Elizabeth Bloomquist and Earl A. Bloomquist, her husband (since deceased) and Charlotte M. Steinacker and William E. Steinacker, her husband, by Adda M. Hall, widow, by deed dated February 27, 1942,and recorded among the aforesaid Land Records in Liber J.H.H. No. 256, folio 232.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties

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their heirs and assigns, in fee simple, subject to the following restrictions:

1. The property hereby conveyed is to be used for residential purposes only and no dwelling to be erected thereon shall cost less than Fifteen Hundred ($1,500.00) Dollars.

2. Any garage or outbuilding placed on the above described property shall be at least twenty-five feet from the street or road upon which the said lot fronts.

3. No spirituous or fermented liquors shall be made or sold upon the premises.

4. No open privy or toilet shall be erected or maintained on the premises unless connected with a cesspool of a type approved by the Maryland State Board of Health.

5. The property hereby conveyed shall never be sold, rented, leased, or conveyed to any Negro or person of African descent.

AND the said GRANTORS hereby covenant that they will WARRANT SPECIALLY the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said GRANTORS.

TEST: Ruby W. Chaney — Eleanor Elizabeth Bloomquist (SEAL)

TEST, as to Charlotte M. and William E. Steinecker: Cecil Nickerson — Charlotte M. Steinecker (SEAL)

William E. Steinacker (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 9th day of February, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eleanor Elizabeth Bloomquist, widow, and acknowledged the aforegoing Confirmatory Deed to be her act.

Witness my hand and Notarial Seal,

Ruby W. Chaney,

Notary Public.

(NOTARIAL SEAL)

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STATE OF MASSACHUSETTS, COUNTY OF NORFOLK, TO WIT:

I hereby certify that on this 12th day of March, 1949, before the subscriber, a Notary Public of the State of Massachusetts, in and for the County aforesaid, personally appeared Charlotte M. Steinacker and William E. Steinacker, her husband, and acknowledged the aforegoing Confirmatory Deed to be their act.

Witness my hand and Notarial Seal.

Morris Goldstein,

NOTARY PUBLIC

(NOTARIAL SEAL)

Recorded - 23rd March, 1949, at 3:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Confirmatory Deed is truly taken and copied from Liber J.H.H. No. 515, folio 208, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the CIRCUIT COURT for ANNE ARUNDEL COUNTY, this 17th day of MAY, A. D. 1949.

John F. Hopkins 3rd
CLERK.

Complainant's Exhibit # 4

no. 9700 Equity

(Int. Rev. Stamps $3.50)(MD. STATE Stamps $3.50)

THIS DEED, Made this 15th day of November, in the year Nineteen Hundred and Thirty-seven (1937), by and between Sue C. Williams, widow, party of the first part, and C. Harrington Burroughs, party of the second part, all of the City of Baltimore, State of Maryland, Witnesseth:

That for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, paid her by the party of the second part, the receipt whereof by the party of the first part is hereby acknowledged, she, the said party of the first part, has bargained and bargained and sold by these presents does grant and convey unto the said C.Harrington Burroughs, his heirs and assigns.

ALL that tract of land,situate on the Severn River, in The Second Election District of Anne Arundel County, Maryland, laid down on a plat made by W. C. Munroe, Civil Engineer, according to a survey made by him in September, 1919, and described therein as follows:

Filed May 18 1949

BEGINNING for the same at a post set on the shore of Little Round Bay, the said point of beginning being North 21 degrees 30 minutes West 189.7 feet, and North 31 degrees 35 minutes West 208.2 feet from the southwest corner of the property conveyed by J.E. Hall to L. D. Gassaway, by deed dated August 16, 1915; and running from thence North 33 degrees 40 minutes East 269.6 feet to the shore line of the Severn River; thence with said shore line North 29 degrees 50 minutes West 152 feet; thence leaving said shore line South 39 degrees 46 minutes West 293.4 feet to the shore line of Little Round Bay; thence with said shore line South 41 degrees 5 minutes East 174 feet to the point of beginning; containing one acre of land,more or less.

BEING the identical property which was conveyed to George Thompson Williams by Joseph E. Hall and wife, et al, by deed dated

September 24, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 14, folio 451; which was devised to the said Sue C. Williams, wife of George Thompson Williams, by his Last Will and Testament, duly admitted to probate in the Orphans Court for Anne Arundel County, and recorded in Will Book G.T.C. No. 1, folio 67.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining; especially the right of wayover the existing farm roads leading from the property now or formerly owned by Joseph E. Hall and wife to the public road, into and out of the property hereby conveyed, for the purposes of ingress and egress to and from the same; and reserving to the said Joseph E. Hall and wife, or their grantees, a right of way over the property hereby conveyed by the existing road.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said C. Harrington Burroughs, his heirs and assigns, forever, in fee simple.

AND the said party of the first part hereby covenants that she will warrant specially the title to the property hereby conveyed, and that she will execute such other and further assurances thereof as may be requisite or necessary.

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

Witness:

Charles W. Wisner Sue C. Williams (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 15th day of November, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Sue C. Williams, widow, and acknowledged the foregoing instrument of writing to be her act and Deed

Witness my hand and Notary Seal.

CHARLES W. WISNER

(NOTARIAL SEAL) NOTARY PUBLIC

Recorded- November-16-1937-9:45-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the foregoing DEED was truly taken and copied from Liber F. A.M. No. 175, folio 64, etc. one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Seal of the Circuit Court for Anne Arundel County, this 4th day of May, A. D., 1949.

John H Hopkins, 3rd

CLERK.

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Complainant's Exhibit # 5

LIBER 74 PAGE 153

No. 9700 Equity

(INT.REV.STAMPS $.55)(MD. STATE STAMPS $.30)

THIS DEED, made this 11th day of March in the year Nineteen Hundred and forty six (1946), by and between Adda M. Hall, widow, of Anne Arundel County, State of Maryland, and Eleanor Elizabeth Bloomquist, widow, of Arlington, Virginia, and Charlotte M.Steinacker and William E. Steinacker, her husband, of Brookline, Massachusetts, parties of the first part, and C. Harrington Burroughs and Nannie T. Burroughs, his wife, of Baltimore,Maryland, parties of the second part, Witnesseth:

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid them by the parties of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part have bargained and sold and by these presents doth grant and convey unto the said parties of the second part, their heirs and assigns, forever, in fee simple, as tenants by the entirety.

All that lot or parcel of ground situate in the Second Election District of Anne Arundel County, being designated and numbered Lot No. 69, on the Revised Plat of Long Point on the Severn recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod T. Plat No. 6, said lot having a frontage of 25 feet on the 20 foot road shown on said plat with a depth therefrom to the waters of Little Round Bay, and

BEING the identical property which was conveyed to Joseph E. Hall (since deceased) and Adda M. Hall, his wife, by Charles M. Lake and wife by deed dated October 30, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 42 folio 454, and the said Eleanor Elizabeth Bloomquist, widow, and Charlotte M. Steinacker and William E. Steinacker, her husband, join in these presents for the purpose of conveying all of their, right, title and interest in and to said lot which they may have gotten under deed from Adda M. Hall,widow, to Eleanor Elizabeth Bloomquist and

Filed May 18 - 1949.

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Earl A. Bloomquist, her husband, (since deceased), and Charlotte M. Steinacker and William E. Steinacker, her husband, dated February 27, 1942 and recorded among the aforesaid Land Records in Liber J.H.H. No. 256 folio 232.

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

TO HAVE AND TO HOLD the above described piece or parcel of land to and unto the proper use and benefit of the said parties of the second part, their heirs and assigns, forever, in fee simple, as tenants by the entirety.

AND the said parties of the first part hereby covenants 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, or necessary.

Witness the hands and seals of the said parties of the first part.

WITNESS:
Ruby W. Chaney — Adda M. Hall (SEAL)

Ruby W. Chaney — Eleanor Elizabeth Bloomquist (SEAL)

Celia Goldstein — Charlotte M. Steinacker (SEAL)

William E. Steinacker (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 11th day of March, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Adda M. Hall, widow, and acknowledged the foregoing deed to be her act and deed.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney , Notary Public

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

I hereby certify that on this 11th day of March, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Eleanor Elizabeth Bloomquist

//

widow, and acknowledged the foregoing deed to be her act and deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Ruby W. Chaney, Notary Public

STATE OF MASSACHUSETTS, COUNTY OF NORFOLK, to wit:-

I hereby certify that on this Sixth day of March, 1946, before me, the subscriber, a Notary Public of the State of Massachusetts, in and for said County, personally appeared Charlotte M. Steinacker and William E. Steinacker, her husband, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Morris Goldstein

My Commission Expires Nov.1,1948. Notary Public

Recorded March 11th,1946,at 2-45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing DEED was duly copied from Liber J.H.H. No. 352, folio 299, etc ,one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 10th day of May, A. D., 1949,

John H. Hopkins, 3rd

CLERK.

ORDER OF COURT.

Upon the aforegoing Bill of Complaint, Affidavit and accompanying Exhibits, it is Ordered this 19th day of May, 1949, by the Circuit Court for Anne Arundel County, in Equity, that C. Harrington Burroughs and Nannie T. Burroughs, Respondents named herein, be and they are hereby required to show cause on or before the 6th day of June, 1949, why a Writ of Injunction should not issue as prayed in said Bill of Complaint, provided copies of said Bill and of this Order be served upon said Respondents on or before the 28th day of May, 1949.

Benjamin Richardson.
Judge

Filed May 19th 1949

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ERNEST S MILLIGAN

and

GRACE E. MILLIGAN

Crownsville, Maryland
Long Point on the Severn

vs.

C. HARRINGTON BURROUGHS

and

NANNIE T. BURROUGHS

Crownsville, Maryland
Long Point on the Severn

: Equity # 9700

: IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

PETITION TO AMEND ORDER OF COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Ernest S. Milligan and Grace E. Milligan, above named Complainants, by William J. Boehm, their Solicitor, respectfully shows unto your Honor:

1. That an order of the Circuit Court for Anne Arundel County was passed in the above cause and provided that a copy of said order and copy of Bill of Complaint be served upon the said C. Harrington Burroughs and Nannie T. Burroughs on or before the 28th day of May, 1949.

That the summons and copy of said order of Court was returned to this Court Non-Est; as service was not made before 28th May, 1949.

To The End Therefore:

Your Petitioners respectfully prays that the Court pass an amended order of Court which would enable the Complainants to reissue process for the respondents.

Respectfully submitted.

William J. Boehm
Solicitor for Complainants.

Filed June 2nd 1949

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AMENDED ORDER OF COURT

Upon the aforegoing Bill of Complaint, Affidavit and accompanying Exhibits, it is Ordered this 2nd day of June, 1949, by the Circuit Court for Anne Arundel County, in Equity, that C. Harrington Burroughs and Nannie Burroughs, Respondents named herein be and they are hereby required to show cause on or before the 18th day of June, 1949, why a Writ of Injunction should not issue as prayed in said Bill of Complaint, provided copies of the said Bill and of this order be served upon said respondents on or before the 11th day of June, 1949.

Benjamin Michaelson
Judge

Filed June 9th 1949

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ERNEST S. MILLIGAN and GRACE E. MILLIGAN Long Point on the Severn Crownsville, Maryland Plaintiffs	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #9700 - Equity
vs.	*	
C. HARRINGTON BURROUGHS and NANNIE T. BURROUGHS Long Point on the Severn Crownsville, Maryland Defendants	*	

* * *

RESPONSE TO ORDER OF 2 JUNE 1949
and
PETITION FOR EXTENSION OF TIME

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Defendants, in response to the order of this Honorable Court passed 2 June 1949, requiring them to show cause why a writ of injunction as prayed in the Bill of Complaint should not be issued, respectfully show:

1. The Defendants have demurred to the Bill of Complaint and to each and every paragraph thereof. The Defendants believe that the points raised in the demurrer are a complete answer to the claims of the Plaintiffs and that the matter will be finally disposed of at the hearing on the demurrer.

WHEREFORE, the Defendants pray this Honorable Court to pass an order extending the time within which they are required to answer or show cause to fifteen (15) days after the disposition

Filed June 14, 1949.

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of the demurrer.

AND, as in duty bound, etc.

McWilliams and Evans
15 West St., Annapolis, Md.
Solicitors for Defendants

I hereby certify that a copy of the above Response and Petition has been mailed this thirteenth day of June 1949 to William J. Boehm, Esq., 160 South St., Annapolis, Md., attorney for the Plaintiffs

McWilliams and Evans
Solicitors for Defendants

O R D E R

Upon the foregoing Petition it is, this 14" day of June, 1949, by the Circuit Court for Anne Arundel County, ORDERED that the time within which the Defendants are required to answer or show cause be, and the same is hereby, extended to fifteen (15) days after the final ruling of the Court on the Demurrer filed by the Defendants.

Judge

Filed June 14" 1949.

ERNEST S. MILLIGAN and GRACE E. MILLIGAN Long Point on the Severn Crownsville, Maryland Plaintiffs	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #9700 - Equity
vs.	*	
C. HARRINGTON BURROUGHS and NAINNIE T. BURROUGHS Long Point on the Severn Crownsville, Maryland Defendants	*	

* * *

D E M U R R E R

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Defendants demur to the whole of the Plaintiffs' Bill of Complaint and to each and every paragraph thereof, and for cause of demurrer show:

1. The Plaintiffs have not stated in their Bill of Complaint such a case as entitles them to any relief in equity against these Defendants.

2. The Bill of Complaint fails to state the actual width of the right-of-way reserved in the deed from Joseph E. Hall, et al to George Thompson Williams. The right-of-way mentioned in said deed is described only as being by the existing road.

3. It appears that the twenty (20) foot road mentioned in paragraph two (2) of the Bill of Complaint was not

Filed June 14, 1949

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laid out and surveyed until 1922, whereas the Defendants' predecessor in title acquired said property in 1919.

McWilliams and Evans
15 West St., Annapolis, Md.
Solicitors for Defendants

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 13" day of June 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, solicitor for the Defendants in the above entitled cause, and made oath in due form of law that the demurrer filed herein is not intended for delay.

WITNESS my hand and Notarial Seal.

Viola J. Brown Notary Public

I hereby certify that a copy of the foregoing Demurrer has been mailed this thirteenth day of June 1949 to William J. Boehm, Esq., 160 South St., Annapolis, Md., attorney for the Plaintiffs

McWilliams and Evans
Solicitors for Defendants

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Ernest S. Milligan and Grace E. Milligan	)(	No. 9700	Equity
vs.	)(		
C. Harrington Burroughs and Nannie T. Burroughs	)(		

ORDER OF COURT

The demurrer to the bill of complaint in the above entitled case coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this seventh day of July, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that said demurrer be, and the same is hereby, sustained, and that the plaintiffs have fifteen days within which to amend their bill of complaint.

Jan C Cook
JUDGE

Filed July 7, 1949.

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LIBER 74 PAGE 164

ERNEST S. MILLIGAN
and
GRACE E. MILLIGAN
Crownsville, Maryland.
Long Point on Severn, :

vs. :

C. HARRINGTON BURROUGHS :
and
NANNIE T. BURROUGHS, :
Crownsville, Maryland
Long Point on Severn. :

Equity # 9700

IN THE CIRCUIT
COURT FOR ANNE ARUNDEL
COUNTY

* * * * * * * * **

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators Complaining say:

1. That on June 24, 1946, by virtue of a deed from Eleanor Elizabeth Bloomquist et al to your Complainants, recorded in liber JHH 365 folio 209 of the Land Records of Anne Arundel County, Maryland, and also a confirmatory deed of recent date, your Orators became the owner of a lot or parcel of real property in a subdivision known as Long Point on the Severn, (located between "Smallwood" and "Gassoway" as shown on a plat filed as exhibit #3, and that the plan of said subdivision of Long Point on the Severn, provided for a road 20 feet in width (being generally referred to as an old farm road through said property), for the purposes of ingress and egress, into and out of the property so conveyed to your Complainants to the main County Road. Certified copies of said deeds filed herewith as exhibits #1 and exhibit #2.

2. That on November 15, 1937, C. Harrington Burroughs, one of the Respondents herein, became the owner of a parcel of land in the subdivision aforesaid (shown on plat aforesaid as "Williams"), by deed from Sue C. Williams to said C. Harrington Burroughs, recorded in liber JHH 175 folio 64, (Certified copy of which deed is herewith filed as Complainant's exhibit# 4), which said deed (exb #4) specifically reserved the Right of Way over the esisting farm road leading from the property now or formerly owned by Joseph E. Hall and wife to the Public Road, into and out of the property so

1-9-1949.

Filed July

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conveyed, for the purposes of ingress and egress to and from the said property as aforeshown, and reserving to said Joseph E. Hall and wife, or their grantees, a right of way over the property so conveyed by the "existing road".

3. That on thellth day of March, 1946, by virtue of a deed from Elizabeth Bloomquist et al, to C. Harrington Burroughs and Nannie T. Burroughs, his wife, respondents herein, and recorded in liber JHH no. 352 of the Land Records of Anne Arundel County, Maryland, (Certified copy of said deed filed herewith as Complainant's exhibit #5), became the owner of another parcel of land in the subdivision aforesaid, adjoining on the western side of the parcel shown as "Williams" on the plat aforesaid; said lot having a frontage of 25 feet on the 20 foot road with a depth therefrom to the waters of Little Round Bay.

4. That Joseph E. Hall and Adda M. Hall, his wife, prior owners of the tract and who were the owners of the entire tract of land known as Long Point on the Severn, prior to the subdivision thereof, did survey and lay out said 20 foot road so as to permanantly identify the existing farm road. (as shown on plat and survey by J. Spence Howard, May, 1922, copy filed herewith as Complainants' exhibit #3); and your Complainants show on information and belief, that said original owners reserved the right of way in all subsequent conveyances, for their benefit over the lands retained by them, and for the benefit of all subsequent grantees of any of the lands conveyed. The intention of said Joseph E. Hall and wife, as your Complainants are advised and believe, being, to provide a 20 foot road in common for the use and benefit of all their grantees of the property conveyed or to be conveyed in said subdivision.

5. That prior to said survey of 1922 (Exhibit #3 herein) to wit: from the year 1910 to the year 1922, there existed a farm road (referred to in the deed from Joseph E. Hall et al to George Thompson Williams dated September 24, 1919, and recorded in WNW #14 folio 451 of the Anne Arundel County Land Records) varying in width from 15 feet to 25 feet, - depending on use and inclement

weather; and said road as mentioned and refered to in said deed (from Joseph E. Hall to George T. Williams, aforesaid) did continue in a straight course upon and along the ridge of said development, thereby bisecting the said Williams property from the western side tp the eastern side at its highest elevation. That during the years, to wit: 1921-1922, the said "existing farm road" was relocated as shown on said plat and survey (exb #3), and that a house was thereafter constructed on the said Williams property upon the bed of the said farm road as so theretofore existed. And after the said relocation of the former "existing farm road", the width of said road was 20 feet, and continued in this width until the year 1947.

6. And your Complainants show that the said relocated 20 foot road was used by all residents of said development of Long Point without any interruption or interference by anyone, including the Respondents and their grantors, until June, 1947, at which time the Respondents, without consent or authorization of any other resident or property owner of said development, did, as your Complainants believe and aver, improperly and arbitrarily erect or caused to be erected, a stone and rough rock wall upon the northern side of the said 20 foot relocated right of way, so that the relocated right of way was re-relocated and reduced in width,to wit: six or seven feet; since which re-relocation, the Respondents have utilized the portion of the relocated road behind said rock wall as their private lawn. That the said wall is so constructed and situated on a sharp curve, that the narrow re-relocated road is adjacent to a dangerous 40 foot precipice above the waters of Round Bay.

7. That your Complainants further show, that they as well as all other property owners in said subdivision are deprived of the ordinary uses of said road; to wit: the facilities of fire protection, utility trucks, delivery trucks and long wheel base vehicles, as well as the endangering of life and limb of all persons utilizing said re-relocated road incident to its location along the 40 foot

precipice aforesaid. Your Orator, at the time of the construction of said rock wall by the Respondents, strongly objected to the same and requested that the Respondents cease and desist from interference with said 20 foot road. That in spite of these protests on the part of your Complainants and other property owners of the subdivision aforesaid, the Respondents completed the erection of said wall and have refused to remove same, and or to restore the said relocated road, (though frequently requested so to do) to its condition as it existed before the unauthorized and arbitrary acts aforesaid.

8. That your Complainants aver, that by reason of the provision in their deed, as well as the provision in the deeds of other property owners in said subdivision, they are entitled to use said 20 foot road in common with others who are entitled to the use thereof, free of any obstruction or interference caused by the Respondents as herein complained of; and that your Complainants have been injured and damaged by the said unlawful acts of the Respondents, and if said road is not restored to its former width and location (as shown on plat exhibit #3), your Complainants will suffer great and irreparable damage.

9. And your Complainants further show that at the present time there exists a road 20 foot in width up to the westernmost boundary of the property of the Respondents from the main County Road; and immediately thereafter, on the easternmost boundary of the Respondents' property the road continues in a width of 20 feet; and which said 20 foot road on both sides of said property of the Respondents has been there since long before the acquisition of said property from Williams; so that, the only place where said road as relocated and shown upon the plat aforesaid is less than 20 feet in width, is that section which has been re-relocated over and through the property of the Respondents.

10. That the Complainants desire, and believe that they are rightfully entitled to the immediate removal of said stone and rough rock wall and the restoration of the said 20 foot road, as it was prior to the erection of said wall obstruction; and having

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no adequate remedy at law to compel the Respondents to remove same and restore said road, are hereby availing themselves of their equitable remedy to enjoin the damaging and destructive trespass aforesaid, and the said interference with use of said road as originally, in 1922, so relocated; That the said improper acts of the Respondents not being susceptible of adequate compensation in the ordinary course of law as aforeshown, but cause continuing and irreparable damage to your Complainants in their enjoyment and use of said road, your Complainants request and pray that pending a final decision in the premises, a mandatory injunction issue herein, requiring the Respondents to remove said stone and rough rock wall, and also restraining them from further erection there of any type of fence or wall in any manner upon said road as relocated in 1922, and compelling them to restore said 20 foot road to the same condition as it was, prior to the improper acts of the Respondents in 1947, herein complained of.

TO THE END THEREFORE:

1. That said C. Harrington Burroughs and Nannie T. Burroughs be required by mandatory injunction to remove any and all of the rock wall and other obstruction which they have erected or caused to be erected on the 20 foot right of way over their property, as shown on said plat, at Long Point on the Severn, Herald Harbor, Maryland, and that they be required by order of this Honorable Court, by mandatory injunction, to restore the said road to its condition prior to the erection of said obstruction.

2. That the Respondents, be enjoined from placing, erecting or attaching any matter, object or thing in any manner or form, after the removal of the obstruction aforesaid, upon the said 20 foot road and from interfering with the ordinary and reasonable use thereof by the Complainants.

3. That your Complainant may have such other and further relief in the premises as the nature of their case may require.

AND as in duty bound, etc.

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Ernest S. Milligan
Ernest S. Milligan

Grace E. Milligan
Grace E. Milligan

William J. Boehm
Solicitor for Complainants
Annapolis, Maryland

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Ernest S. Milligan and Grace E. Milligan and made oath in due form of law that the matters and facts stated in the aforegoing Bill of Complaint are true as therein set forth, to the best of their knowledge information and belief.

As witness my hand and seal Notarial.

WILLIAM J. BOEHM NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

William J. Boehm
Notary Public

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Filed July 19th 1949.

ORDER OF COURT

Upon the aforegoing Amended Bill of Complaint, Affidavit and accompanying Exhibits, it is Ordered this 19th day of July, 1949, by the Circuit Court for Anne Arundel County, in Equity, that C. Harrington Burroughs and Nannie Burroughs, Respondents named herein be and they are hereby required to show cause on or before the 15th day of August, 1949, why a Writ of Injunction should not issue as prayed in said Bill of Complaint, provided copies of the said Bill and of this order be served upon said Respondents or William J. McWilliams, Solicitor for the Respondents, on or before the 1st. of ~~July~~ AUGUST, 1949.

Benjamin Michaelson
Judge

July 20, 1949. Copy of above order and amended Bill of Complaint served upon William J. McWilliams Esq.

William J. Bock
Attorney for Complainant

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ERNEST S. MILLIGAN and GRACE E. MILLIGAN Long Point on the Severn Crownsville, Maryland Plaintiffs	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #9700 - Equity
vs.	*	
C. HARRINGTON BURROUGHS and NANNIE T. BURROUGHS Long Point on the Severn Crownsville, Maryland Defendants	*	

* * *

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE THE JUDGES OF SAID COURT:

The joint and several answer of C. Harrington Burroughs and Nannie T. Burroughs, his wife, to the Amended Bill of Complaint of Ernest S. Milligan and Grace E. Milligan, against them in this Honorable Court exhibited.

Filed Aug. 5 1949

The Defendants, answering, and showing cause as required by this Honorable Court, say:

1. They neither admit nor deny the allegations set forth in paragraph 1 of the Amended Bill of Complaint and demand strict proof thereof. Further answering said paragraph they specifically and categorically deny that the twenty foot road mentioned therein has any application whatever to the property owned by them.

2. They admit that they acquired a parcel of land containing approximately one acre on Long Point from Sue C. Williams, widow, by deed dated 15 November 1937 and filed by the Plaintiffs

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in this proceeding, marked "Plaintiffs' Exhibit No. 4". With reference to the right of way mentioned in paragraph 2 of the amended bill, they say that said deed speaks for itself and to the extent that the allegations of paragraph 2 of the amended bill place any other or different construction upon said deed, they specifically and categorically deny any such allegations and demand strict proof thereof.

3. They admit that they acquired the lot of ground described in Plaintiffs' exhibit No. 5 (deed dated 11 March 1946 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 352, folio 292) from Eleanor Elizabeth Bloomquist, et al. Further answering paragraph 3 they say that at or about the same time they also acquired from Eleanor Elizabeth Bloomquist, et al, by deed dated 6 March 1946 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 352, folio 297, the unnumbered lot lying between the property described in Plaintiffs' exhibit No. 5 and the land described in Plaintiffs' exhibit No. 4.

4. They deny that Joseph E. Hall and Adda M. Hall, his wife, prior to the subdivision of Long Point on Severn surveyed and laid out a twenty foot road. The road in question is not now, nor has it ever been, at any place, as wide as twenty feet, and where said road runs through the property of the Defendants it does not now exceed, nor has it at any time in the past ever exceeded eight or nine feet in width. They admit that a plat and survey was made by J. Spence Howard in 1922 but they further state that said plat was made some three years after the original

conveyance by the Halls to George Thompson Williams, the predecessor in title of the Defendants. They have no knowledge of what the said Joseph E. Hall and wife may have done with respect to any subsequent conveyances nor have they any knowledge of what the intention of the said Joseph E. Hall and wife may have been then, or at any time since, with respect to the subdivision of Long Point.

5. They admit that at one time there existed a farm road running through Long Point but they deny that said road was ever as wide as fifteen feet. They further deny that said farm road ran through the Williams' property as alleged by the Plaintiffs and they further and categorically deny that said farm road was ever at any time relocated on the Williams' property. Further answering paragraph 5, they say that the road now running through the Defendants' property is the original and only road that has ever run through said property; that it has never been relocated and that it is not now, nor has it ever been in the past, any wider than eight or nine feet, and that in 1919 it was not even that wide.

6. They categorically deny the allegations set forth in paragraph 6 of the amended bill.

7. They deny that anyone is deprived of the ordinary uses of said road. They further say that said road is now used and has always in the past been used by fire trucks, delivery trucks, utilities trucks, laundry trucks, ice trucks, milk trucks and garbage trucks. They categorically deny all of the other allegations in paragraph 7.

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8. They deny that the Plaintiffs are entitled to a twenty foot road through the property of the Defendants and furthermore they deny that the Plaintiffs have been injured or damaged by any acts of the Defendants.

9. They admit that the plat made by J. Spence Howard (Plaintiffs' Exhibit No. 3) shows a twenty foot road but they specifically and categorically deny that a twenty foot road exists in fact and on the contrary they say that said road is not now, nor has it ever been at any time, at any place along Long Point, as wide as twenty feet. They specifically and categorically deny the remaining allegations in paragraph 9.

10. The Defendants deny the allegations set forth in paragraph 10 of the amended bill.

AND the Defendants pray to be hence dismissed with their costs of suit.

AND, as in duty bound, etc.

C. Harrington Burroughs
C. Harrington Burroughs

Nannie T. Burroughs
Nannie T. Burroughs
Defendants

McWilliams and Evans
15 West St., Annapolis, Md.
Solicitors for Defendants

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STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 4" day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. HARRINGTON BURROUGHS and NANNIE T. BURROUGHS, the Defendants herein, and made oath in due form of law that the matters and facts in the foregoing Answer are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Viola J. Brown Notary Public

I hereby certify that a copy of the foregoing Answer to Amended Bill of Complaint has been mailed this 4" day of August 1949 to William J. Boehm, Esq., 160 South Street, Annapolis, Md., attorney for the Plaintiffs

McWilliams and Evans
Solicitors for Defendants

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ERNEST S. MILLIGAN
and
GRACE E. MILLIGAN
Crownsville, Maryland

vs.

C. HARRINGTON BURROUGHS
and
NANNIE T. BURROUGHS,
Crownsville, Maryland

Equity # 9700

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

****

PETITION TO AMEND BY INTERLINEATION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Complainants by William J. Boehm, their Solicitor shows unto your Honor and therefore respectfully prays permission of this Honorable Court to amend paragraph 10 of the Amended Bill of Complaint heretofore filed on July 19, 1949, by interlineation as follows:

That since the filing of the amended bill of complaint herein on the 19th day of July, 1949, the defendants, coincident with the filing of their answer on oreabout the 12th day of August, 1949, has further narrowed the width of said re-relocated road by placing on the northernmost side thereof, and at its most dangerous point overlooking the waters of Little Round Bay, large rocks, stones and other obstructions.

AND as in duty bound, etc.

William J. Boehm
Solicitor for Plaintiff

Filed Aug. 19th. 1949.

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ORDER OF COURT

Upon the aforegoing Petition to amend by interlineation, it is Ordered this 19th day of August, 1949, by the Circuit Court for Anne Arundel County, in Equity, that C.Harrington Burroughs and Nannie Burroughs, Defendants named herein be and are hereby required to show cause on or before the 10th day of Septemeber, 1949, why the Petition To Amend By Interlineation should not be granted and said further amendment made, provided copy of the said Petition and of this order be served upon the said Respondents or William J. McWilliams, Esquire, Solicitor for the Defendants, on or before the 29th day of August, 1949.

Benjamin Michaelson
Judge

F. Ded Aug. 19. 1949

Copy left with William J. McWilliam this 19th day August, 1949

William J. Buck

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Int. Rev. Stamp $1.00

This Deed Made this 24th day of September in the year 1919, by Joseph E. Hall and Adda M. Hall, his wife; of the first part, Clara H. Summers of the second part all of Anne Arundel County, Maryland, and George Thompson Williams, of Baltimore City State of Maryland, of the third part, Witnesseth:

That for and in Consideration of the sum of six Hundred Dollars ($600.00) paid by the said George Thompson Williams to the said parties of the first part, the receipt whereof is hereby acknowledged, the parties of the first part have bargained and sold and by these presents do grant and convey unto the said George Thompson Williams, the following tract of land, situate on the Severn River in the Second Election District of Anne Arundel County, Maryland, laid down on a plat made by W.C. Munroe, Civil Engineer, according to a survey made by him in September 1919, and described therein as follows: Beginning for the same at a post set on the shore of Little Round Bay, the said beginning being North 21 degrees 30 minutes west 189.7 feet and North 31 degrees 35 minutes west 208.2 feet from the South west corner of the property conveyed by J.E. Hall to L.D. Gassaway by deed dated August 16th 1915, and running from thence North 33 degrees 40 minutes east 269.6 feet to the shore line of the Severn River, thence with said shore line North 29 degrees 50 minutes west 152 feet thence leaving said shore line South 39 degrees 46 minutes west 293.4 feet to the shore line of Little Round Bay, thence with said shore line South 41 degrees 5 minutes east 174 feet to the point of beginning containing one acre of land, more or less. It being a part of the property which is described in a deed of partition between the said Joseph E. Hall and wife of the one part and Frank D. Kyle and wife of the other part, dated the 31st day of January 1910 and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 74, folio 298 &c.

Together with all the buildings and improvements thereon,

Filed 15 May, 1951.

Exhibit

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and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, and especially with the right of way over the existing farm roads of the parties of the first part from the public road leading to the property of the parties of the first part unto and out of the property hereby conveyed for the purposes of ingress and egress to and from the same reserving to the grantors a right of way over the property hereby conveyed by the existing ground road.

To Have and To Hold the above described property unto and to the said George Thompson Williams, his heirs and assigns in fee simple forever.

And the said Clara H. Summers doth unite in this deed for the purpose of releasing the property hereby conveyed from the lien of a certain mortgage executed to her by the said parties of the first part, dated the 31st day of January 1910, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 75, folio 64&c.; and the said parties of the first part do covenant and agree with the said party of the third part, George Thompson Williams, that the title to the property hereby conveyed is good and markatable and free from encumbrances and that they will Warrant Specially the title to the property hereby granted and will execute such further assurances of title as may be requisite.

Witness the hands and Seals of the parties of the first and second parts.

Test: Joseph E. Hall (SEAL)

Ethel J. Jickling Adda M. Hall (SEAL)

Clara H. Summers (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of September in the year 1919, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared the above named Joseph E. Hall and Adda M. Hall, his wife and Clara H. Summers and acknowledged the aforegoing deed to be their act.

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Witness my hand and seal notarial

(NOTARIAL SEAL) Ethel J. Jickling

Notary Public

Recorded 24 Sept, 1919.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber No. W.N.W. 14, folio 451, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I HERETO set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 21st day of September, A.D., 1949.

John H. Hopkins 3rd Clerk

COPY

No 9700 Equity

THIS DEED made this sixth day of March, in the year Nineteen Hundred and forty six (1946), by and between Eleanor Elizabeth Bloomquist, widow, of Arlington, Virginia, and Charlotte M. Steinacker and William E. Steinacker, her husband, of Brookline, Massachusettes, parties of the first part, and C. Harrington Burroughs and Nannie T. Burroughs, his wife, of Baltimore, Maryland, parties of the second part, Witnesseth:-

THAT for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations paid them by the parties of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part, have bargained and sold and by these presents doth grant and convey unto the said parties of the second part, their heirs and assigns, forever, in fee simple, as tenants by the entirety.

Filed 15 May, 1951

ALL that piece or parcel of land situate in the Second Election District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at a point on the west side of a 20 foot road where the division line between lot No. 69 and the un-numbered lot to the east of Lot No. 69/ as shown on the revised plat of Long Point on the Severn, recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod T, Plat No. 6, intersects the west side of said road, and thence with the front of the un-numbered lot and the south side of said 20 foot road, South 86 degrees 47 minutes East 93 feet, more or less, to a bend in said road; thence with the south side of the same road, South 66 degrees 24 minutes East 11 feet, more or less, to intersect the North 40 degree 42 minute East outline of the whole tract of which this is a part; thence with a part of said east outline and in a southwesterly direction, South 40 degrees 42 minutes West 215 feet, more or less, to the shore of Little Round Bay; thence with the shore of the same and in a northwesterly direction 78 feet, more or less, to in-

Exhibit

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tersect the first mentioned division line between Lots Nos. 69 and the un-numbered lot mentioned above; thence leaving the waters of Little Round Bay and running North 37 degrees 56 minutes East 147 feet, more or less, to the place of beginning.

BEING all of the un-numbered tract lying to the south-east of Lot No. 69, as shown on the above mentioned revised plat of Long Point on the Severn, and in accordance with a description prepared by using the plat only, and not from actual field survey, by J. R. McCrone, Jr., Engineer, February, 1946, and

BEING a portion of that property which was conveyed to Eleanor Elizabeth Bloomquist and Earl A. Bloomquist, her husband, (since deceased), and Charlotte M. Steinacker and William E. Steinacker, her husband, by Adda M. Hall, widow, by deed dated February 27, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 256, folio 232.

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

TO HAVE AND TO HOLD the above described piece or parcel of land to and unto the proper use and benefit of the said parties of the second part their heirs and assigns, forever, in fee simple, as tenants by the entirety.

AND the said parties of the first part hereby 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 or necessary.

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LIBER 74 PAGE 183

WITNESS the hands and seals of the said parties of the first part.

Witness: as to E. E. Bloomquist.

/s/ Ruby W. Chaney

/s/ Eleanor Elizabeith Bloomquist (SEAL)

/s/ Charlotte M. Steinacker (SEAL)

/s/ Celia Goldstein

/s/ Willaim E. Steinacker (SEAL)

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

I hereby certify that on this 11th day of March, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Eleanor Elizabeth Bloomquist, and acknowledged the foregoing deed to be her act and deed.

Witness my hand and Notarial Seal.

/s/ Ruby W. Chaney
Notary Public

STATE OF MASSACHUSETTS, COUNTY OF NORFOLK ; to wit:

I hereby certify that on this sixth day of March; 1946, before me, the subscriber, a Notary Public of the State of Massachusetts, in and for said County, personally appeared Charlotte M. Steinacker and William E. Steinacker, her husband, and they acknowledged the foregoing deed to be their act and deed.

Witness my hand and Notarial Seal.

/s/ Morris Goldstein,
Notary Public

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MARYLAND, Sct. LIBER 74 PAGE 184 No. 9700 Equity.

THE STATE OF MARYLAND

To C. HARRINGTON BURROUGHS, and
NANNIE T. BURROUGHS, his wife
Crownsville, Maryland
Long Point on the Severn

Greeting:

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County, dated May 15, 1951, and filed in these proceedings, the Circuit Court of Anne Arundel County has decreed that an Injunction issue, requiring you, the said C. Harrington Burroughs and Nannie T. Burroughs, his wife, to remove all stonewalls, stone curbs, stones, gate-posts, and other obstructions, placed by you in that part of the right-of-way, which lies within the lines of the lot conveyed by Williams to Burroughs, as aforesaid, at such place, or places, that they reduce the width thereof to less than twenty feet (as per attached Copy of Decree).

NOW, THEREFORE, these are to Command and strictly to Enjoin you the said C. Harrington Burroughs and Nannie T. Burroughs, his wife, to remove all stonewalls, stone curbs, stones, gate-posts, and other obstructions placed by you in that part of the right-of-way, which lies within the lines of the lot conveyed by Williams to Burroughs, as aforesaid, at such place, or places, that they reduce the width thereof to less than twenty feet (as per attached Copy of Decree).

Filed 16th May, 1951.

WITNESS the Honorable JAMES E. BOYLAN, Jr., Chief Judge of the said Court, the 7 day of May, 1951.

Issued the 16 day of May, 1951.

John H. Hopkins, 3rd, Clerk.

Filed 16 May 1951

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ERNEST S. MILLIGAN, and GRACE E. MILLIGAN, his wife,	:	
PLAINTIFFS.	:	
VS.	:	NO. 9700 EQUITY
C. HARRINGTON BURROUGHS, and NANNIE T. BURROUGHS, his wife,	:	
DEFENDANTS.	:	

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

D E C R E E

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

It is, thereupon, this 15th day of May, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED, that the plaintiffs be, and they are hereby, declared to be entitled to a right-of-way, twenty feet wide, over that piece or parcel of ground, which by deed dated November 15, 1937, and recorded among the Land Records of said Anne Arundel County in Liber F.A.M., No. 175, folio 64, etc., was granted and conveyed by Sue C. Williams to the said C. Harrington Burroughs; that this right-of-way is an easement appurtenant to that property, which by deed dated June 11, 1946, and recorded among said Land Records in Liber J.H.H., No. 365, folio 209, etc., was granted and conveyed by Eleanor Elizabeth Bloomquist, and others, to the plaintiffs; and is a part of the right-of-way which enables the plaintiffs to pass and repass from their said property out to the public road at near Herald Harbor, this County.

And it is further ADJUDGED, ORDERED and DECREED that an injunction issue requiring said defendants to remove

Filed 15 May, 1951

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all stonewalls, stone curbs, stones, gate-posts, and other obstructions, placed by them in that part of said right-of-way, which lies within the lines of the lot conveyed by Williams to Burroughs, as aforesaid, at such place, or places, that they reduce the width thereof to less than twenty feet.

And it is further ADJUDGED, ORDERED and DECREED that the defendant, C. Harrington Burroughs, pay the costs of this case.

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ERNEST S. MILLIGAN, and GRACE E. MILLIGAN, his wife, PLAINTIFFS.	:	
VS.	:	NO. 9700 EQUITY
C. HARRINGTON BURROUGHS, and NANNIE T. BURROUGHS, his wife, DEFENDANTS.	:	

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

O P I N I O N

Filed 15th May, 1931.

The question posed in this case is the proper construction of a deed from the plaintiffs' predecessor in title to the defendants' predecessor in title. To be more specific, I am asked to determine the width of a right-of-way to which the plaintiffs are confessedly entitled over the defendants' land, when the deed creating such right-of-way failed to designate its width.

Joseph E. Hall owned a farm situate and lying near Herald Harbor. Included therein was a long, narrow, peninsula extending into the Severn River. This peninsula became known as "Long Point", and I will hereinafter sometimes call it that. It was about three thousand feet long, and, for the most part, only about three hundred feet wide, was bounded on the northeast by Old Place Creek and Round Bay, and on the southwest by Little Round Bay; and was entirely in woodland. A farm road ran from the public road at near Herald Harbor in a general southeasterly direction through about the middle of this peninsula to near the tip, or southeast end, thereof. While the plat of this peninsula, made by Mr. J. Spence Howard, dated May, 1922, and marked "Complainants' Exhibit No. 3" was not made until several years after the date of the deed which I must con-

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strue, the reader of this opinion will, I think, be better able to visualize the situation by taking a look at that plat now.

Mr. Hall decided to sell Long Point in lots for a waterfront development. He first sold about four acres at the extreme tip or southeast end thereof. The late L. Dorsey Gassaway purchased this lot; and it is marked "Gassaway" on the Howard plat. The deed for this lot seems to have been dated August 16, 1915. The record is silent on whether Mr. Gassaway was specifically granted a right-of-way through that part of Long Point which lies to the northwest of said lot, but, as said lot was at least a half mile from any public road, he would have been entitled to a way of necessity whether he was specifically granted one or not. The next lot sold was one acre conveyed to George Thompson Williams by deed dated September 24, 1919. This lot is designated "Williams" on the Howard plat, and lies about four hundred feet northwest of the Gassaway lot, has an average width of some one hundred sixty to one hundred sixty-five feet, and extends across the entire peninsula, that is to say, from the waters of Little Round Bay to the waters of Round Bay. I will hereinafter sometimes refer to this lot as the "Williams lot". It is obvious that, if the owners of this lot were to get out to the public road, they had to have a right-of-way over that part of Long Point lying between said lot and said public road; and that, if Mr. Hall, and the purchasers of his remaining land lying to the southeast of said Williams lot, were to get out to said public road, a right-of-way thereover had to be reserved. They attempted to take care of both of these situations by inserting in the deed from Hall to Williams ("Plaintiffs' Exhibit A") a paragraph in

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the words and figures following, that is to say:

> "Together with all the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, and especially with the right of way over the existing farm roads of the parties of the first part from the public road leading to the property of the parties of the first part unto and out of the property hereby conveyed for the purposes of ingress and egress to and from the same reserving to the grantors a right of way over the property hereby conveyed by the existing road."

The next step in the panorama of events was several years later when Mr. Hall had Long Point surveyed by Mr. Howard, and the plat, heretofore referred to, made and recorded; and proceeded to sell lots with reference thereto. This plat, in addition to the Gassaway and Williams lots, shows a lot marked "Smallwood", a lot marked "Judge", another marked "Ramsey", and a road, twenty feet wide, laid out from the extreme northwest, or land, end of the peninsula to the Gassaway lot at its southeast end. The plaintiffs own a lot carved out of the unmarked lot lying southeast of the lot marked "Smallwood". They acquired this lot by deed dated June 11, 1946. The defendants own three lots. First, the lot conveyed by Hall to Williams, as aforesaid, and by Mrs. Williams, the widow and devisee of Mr. Williams, to Mr. Burroughs by deed dated November 15, 1937. Second, a lot lying northwest of said Williams lot and south of said road, designated by the number "69" on the revised plat of a part of said Long Point made by Edward Hall, Jr., January, 1929, and conveyed to Mr. and Mrs. Burroughs by deed dated March 11, 1946. Third, the unmarked lot shown on said revised plat lying immediately between said lot No. 69 and said Williams lot and conveyed to Mr. and Mrs. Burroughs by deed dated March 6, 1946.

The defendants do not deny that the plaintiffs have a right-of-way over their lots. The dispute is over

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the width thereof, where the road passes through the Williams lot. While I understand that the plaintiffs have encroached on the road where it passes along the north side of the second and third lots acquired by them as aforesaid, I do not understand that I am asked to restrain any encroachment at that place, or at those places. I am, however, asked to restrain the encroachment alleged to have been made by the defendants on that part of the road which lies within the lines of the Williams lot. The plaintiffs insist that they are entitled to have the road kept open for a width of twenty feet - the defendants say that eight or nine feet is wide enough. The determination of this question, as heretofore indicated, involves the construction of the deed from Hall to Williams.

In the construction of deeds and contracts, the intention of the parties shall prevail unless such intention infringes some established principle of law. To ascertain this meaning and intention, we must look to the whole deed, and take into consideration the language employed, the subject matter thereof, and the surrounding circumstances. (Weiprecht vs. Gill, 62 Atlantic 2d 253, and cases there cited). The idea last expressed is, in the Restatement of the Law of Contracts, § 230, stated thus:

> "The standard of interpretation of an integration, except where it produces an ambiguous result, or is excluded by a rule of law establishing a definite meaning, is the meaning that would be attached to the integration by a reasonably intelligent person acquainted with all operative usages and knowing all the circumstances prior to and contemporaneous with the making of the integration, other than oral statements by the parties of what they intended it to mean."

In Baker vs. Frick, 45 Maryland 337, the grantee of a private right-of-way brought an action against the grantor for the obstruction of the way by the erection of gates. The agreement between the parties was silent on

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whether the owner of the servient tenement could maintain gates across the right-of-way, or not. The lower court instructed the jury that there was nothing in the agreement "which entitles the plaintiff as a matter of law, to an open road without gates over the land of the defendant." The judgment for the defendant, entered pursuant to that instruction, was reversed by the Court of Appeals in an able opinion by Chief Judge Bartol. After showing that nothing passes as incident to such a grant, but that which is necessary for its reasonable and proper enjoyment, and that what is necessary for such reasonable and proper enjoyment of the way granted, and the limitation thereby imposed on the use of the land by the proprietor, depends upon the terms of the grant, the purposes for which it was made, the nature and situation of the property subject to the easement, and the manner in which it has been used and occupied, he went on to say:

> "The questions whether under all the circumstances of the case, as disclosed by the testimony, the gates were necessary to the defendant for the useful and beneficial occupation of his land, looking to the situation of his property; and whether the particular gates complained of, were usual and proper under the circumstances, and the further question whether their existence upon the road interfered with the reasonable use of the right of way by the plaintiff, considering the situation of his property and the manner in which it was occupied, and the interest of the parties as to the mode in which the right of way was to be used; these were all questions proper to be decided by the jury, upon the evidence in the case. On all these questions testimony was offered, legally sufficient to be submitted to the jury."

In Frank vs. Benech, 74 Maryland 58, it was expressly held that where a right-of-way is granted, in the absence of meets and bounds, or description of some kind defining the width of the way, the way owner is only entitled to the necessary and reasonable use of the way for the purposes for which it was granted.

Now, let us look at the facts of this case, in

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the light of these authorities, and see if we can determine what the parties to this deed had in mind when they executed it. At that time Mr. Hall owned the entire peninsula except for the lot he had sold Mr. Gassaway. The peninsula was approximately three thousand feet long, and, for the most part, only about three hundred feet wide. At that time it was nothing but a piece of woodland, and the road leading into it was, no doubt, poor. The defendants insist that it was nothing but a one-way, single-track, road used by wagons, that when one wagon met another, one or the other had to "back-up" until some convenient passing place was found, that Mr. Hall and Mr. Williams never, in fact, used more than a width wide enough for one vehicle, and from this premise, argue that they cannot be required to keep the road open for a width greater than necessary to permit one vehicle to pass through. I cannot concur in this philosophy. The difficulty therewith is that the defendants begin with the wrong premise, and naturally wind up with the wrong answer. I think it may be assumed that, at the time of the execution of the deed, the road was narrow and in bad repair, but I do not think it can be said that it was nothing but a one-way, single-track, road. Mr. Gassaway had owned the lot he purchased for nearly four years. It was a desirable waterfront lot. He, no doubt, frequently went thereto and therefrom. He may have done some of his traveling by water, but he must have done some by land. He had to have building material and other supplies hauled in. To say that this was all done over a one-way, single-track, road is, I think, going a little too far. If this is not so, then every time a team, or an automobile, or a truck pulled out so as to permit another to pass, the driver thereof became a trespasser. Mr. Hall and Mr. Williams both knew that vehicles

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going in and out that road had to pass other vehicles, and I do not think it would be reasonable to ascribe to either of them an intention to make a trespasser out of every man who pulled out of the single track in order to pass another vehicle. But, in addition to that, we must, I think, give these Gentlemen credit for looking into the future a little. Mr. Hall had about twenty acres of very desirable waterfront property. He hoped to sell it in lots, and, in order to do so, he had to furnish those lot purchasers a reasonable and convenient means of getting to and from the lots purchased by them. The automobile was in fairly general use then, and its use was increasing every day. It is possible that neither Mr. Hall nor Mr. Williams envisaged the tremendous increase we have had in the use of motor vehicles during the last thirty years, but they must, I think, be considered as having contemplated a reasonable part thereof. Mr. Hall had waterfront lots for sale; people were buying them. Mr. Gassaway had already bought one, and Mr. Williams had seen the advantages of owning a waterfront home, and was buying another. Both of these Gentlemen knew that the only way to get into these lots by land was over the road in question, and by the use of motor vehicles. Mr. Hall was not likely to want to make the road so narrow that he would not be able to dispose of the balance of his property - particularly that part thereof lying between the Williams lot and the Gassaway lot - with dispatch; and Mr. Williams was not likely to want to make it so narrow that the value of his property would be depreciated thereby. I cannot visualize these two Gentlemen, under the circumstances, intending to establish a road so narrow that one motor vehicle could not pass another without difficulty. I hold that, for a waterfront development such as we are dealing with here, a road

so narrow that when one motor vehicle meets another, both must stop, and one or the other "back-up" before they can pass, is not a road of reasonable width.

I do not think it can be said that the use of this road by Mr. Hall and Mr. Williams, and their successors in title, establishes that they intended it to be nothing but a one-way, single-track, road. At times and at places only part of the road was used. I think that is true. But, it is not the whole story. I, as a trier of facts, have the right to reject any testimony that I consider improbable and unreliable, and decide the case on that which I consider probable and trustworthy. I have the right to use my common sense - my experiences in life. At the present time, there are about twenty houses between the Williams lot and the public road, and about seven houses southeast thereof. That makes some twenty-five or thirty families using this road with automobiles. In addition to that, there are laundry trucks, bread trucks, milk trucks, grocery trucks, oil trucks, moving trucks, and other kinds of trucks. The material for the building of those twenty-five to thirty houses had to be hauled in. I just do not believe that all that traffic was so handled that it went in one direction at certain times, and in the other at other certain times, so that passing was not necessary. I believe —— in the nature of things, I must believe —— that the motor vehicles servicing these houses did pass each other in going in and coming out of that road, and that this passing was not only a daily, but, at times, an hourly occurrence. Of course, the volume of traffic, I have just mentioned, did not always prevail, but most of it has prevailed for some years. I reject the premise on which the defendants rest this part of their argument as not based on fact. In any event, this

idea of establishing width by user, is nothing but the raising of a presumption, and can only be invoked when both the parties to the deed can be said to have participated in the raising; and when we recall that Mr. Hall, only two and one-half years after his deed to Mr. Williams, had Mr. Howard make the plat dated May, 1922, showing the road as having a width of twenty feet, it is a little difficult for me to believe that he ever intended, by user, or by anything else, to establish a road of less than twenty feet in width. The making and recording of this plat was a definite and certain thing, and certainly better evidence of his intention than any presumption which can be raised on any theory of alleged user. After all, the parties to a case are entitled to have it decided on the best evidence obtainable.

I do not subscribe to the defendants' argument that, because a right-of-way over "the existing farm roads" was granted by the deed in question, and a right-of-way "by the existing road" was reserved thereby, the parties thereto adopted the width of the farm road, as then existing, as the width of the right-of-way thereby created and reserved. Those words, as I understand them were used to fix the <u>location</u> of the right-of-way, <u>not its width.</u> (Crosier vs. Shack, 100 Northeastern (Massachusetts) 607; Lipsky vs. Heller, 85 Northeastern (Massachusetts) 453).

A road is a little more than two wheel tracks. That is true today, and it was true in 1919, and theretofore. There must be room for shoulders and gutters. Those who have the right to use it have the right to keep it in repair, so that they can conveniently and reasonably use it. It is possible that, when this road was used only for hauling out a few loads of wood a year, it was little more than two wheel tracks. But, when Mr. Hall executed the

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deed to Mr. Williams, they both knew that the road would be used for access to the lots which Mr. Hall contemplated selling, and that this user would be by motor vehicles. True, the "horse and buggy" days had not entirely gone out then, but they were very definitely on their way out. It was the automobile which made possible waterfront development. Mr. Hall knew that he could not sell lots unless they could be reached by automobile. Mr. Williams would not have bought one unless he could have reached it that way. Even in rights-of-way established by prescription, the width is not necessarily confined to the beaten track, or thread of actual travel, it being essential that those using the road have sufficient room to pass and repass. (Tiffany, Real Property, § 533, p. 2091). The same principle has been applied to public roads. As a general rule, the width of a highway established solely by user is determined by the extent of such user. This does not mean, however, that the public easement is necessarily confined strictly to the actual beaten path or traveled track. The right acquired carries with it such width as is reasonably necessary for the public easement of travel, which is to be determined by a consideration of the facts and circumstances peculiar to each particular case. (25 American Jurisprudence, pp. 359-360). So, in the instant case, the criterion by which we gauge the width of the right-of-way is not the beaten track or thread of travel, but what is reasonably necessary for the purposes for which the road must be used.

The burden of this easement, on Mr. Burroughs' property, cannot be substantially increased. That is definite. But, on the other hand, he is not entitled to have it substantially decreased. I venture the opinion

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that there never was a time before 1919, or since, until Mr. Burroughs contracted the width of the road where it passes through his property, that vehicles could not, and did not, pass without "backing-up". Human nature being what it is, that just had to be. The ground was there for them to pass. There was nothing to prevent their using it. How many men would have failed to take advantage thereof? But, even if there is a slight increase in burden, I do not think Mr. Burroughs can complain. It is well established law that more variation is frequently allowed in dealing with easements of way than is permitted in some other easements, as, for instance, with easements of flooding. "Quite commonly", says the American Law Institute, "the use of a way is highly variable, the variation corresponding to current needs. In the case of flooding by means of a dam, the area flooded is determined by the height of the dam and is, ordinarily, quite definite in extent. Accordingly, more variation in use subsequent to its creation ordinarily must be suffered in the case of a way created by prescription than in the case of an easement of flooding created by prescription." (Restatement, Property, Servitudes, § 479, Comment (c), p. 3004). While the court was not dealing with an easement of way, it had the same idea in mind in Tong vs. Feldman, 152 Maryland 398, where it held that the tenants of the upper floors of a building, who had an easement of necessity to procure gas by means of pipes and a meter in the cellar, might substitute larger pipes and a larger meter, when his reasonable use of the upper floors required a greater supply of gas, provided that did not interfere with the reasonable enjoyment of the cellar. "The test to which the decisions hearken back", said the late Chief Judge Bond, in the court's opinion, "is the purpose for which the

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right or easement has been established. Whenever it has arisen from necessity, it would seem to be co-extensive with the reasonable needs present and future of the dominant estate for such a right or easement, and to vary with the necessity, in so far as may be consistent with the full reasonable enjoyment of the servient tenement." True, in that case, the court was dealing with an easement of necessity, but the easement here is, for all practical purposes, equivalent to such an easement, and is governed by the same principles. (Sibbel vs. Fitch, 34 Atlantic 2d 773, 774). In Lonaconing Railway Company vs. Consolidation Coal Company, 95 Maryland 630, the construction of an electric passenger railway on a county road was held not to constitute an additional servitude, and permitted.

Then, there is another matter which I think has a very definite bearing on the question under consideration. The deeds, by which the defendants acquired the second and third lots owned by them, both describe the lots thereby conveyed as bounding on the "twenty foot road" shown on the Hall plat. This is the same road we have been discussing. I can see no evidence to support the idea that this road was to be of varying widths at different places. As I read the deed from Hall to Williams, and see the situation, it was to have been the same width throughout. This description of this road as a "twenty foot road", found in both of those deeds, must, I think, be taken as admissions on Mr. Burroughs part that the road was, in fact, twenty feet wide. Ordinarily, statements, or recitals, contained in a deed are to be taken as admissions by the parties thereto of the correctness thereof. They are "evidence against the parties to the deed and their privies." (Wanex vs. Hurst, 188 Maryland 520, 523). These defendants cannot say, under the facts of this

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case, that this road is twenty feet wide to the northwest of the Williams lot, and less than twenty feet thereover. This is not an estoppel. But, the acceptance of the deeds with the statements in them, are, I think, definite admissions. I may be wrong, but, according to my philosophy, a definite admission is better evidence than an inherently improbable presumption.

An examination of the Howard plat shows that the road, as it comes in from Herald Harbor, makes a sharp bend to the left (east) at a point about one hundred thirty or one hundred forty feet before it reaches the northwest line of the Williams lot, that it makes a curve to the right just as it crosses said northwest outline, and another curve to the right just before it leaves said Williams lot. The plat, made by Mr. Pantaleo for the defendants, and attached to and made a part of their brief, shows that the defendants have not only encroached on the twenty-foot road called for in the deeds for their second and third lots, by building a stonewall, approximately one and a half feet high, along and in the same, but they have continued this wall into the Williams lot, and, then placed large stones on the other side of the road, so as to leave a space of less than ten feet. Two vehicles, of course, cannot pass in that space; and the testimony even shows that some have not been able to get around the corners without "backing-up" and taking the corners at another angle. "Manifestly the way must be of such width as to be of practical use to the plaintiff. What would be sufficient for a heavily loaded team traveling along a straight line might not be in case of a way with sharp angles and curves, as more room would be required in turning angles than in passing in a straight line." (Dunham vs. Dodge, 126 Northeastern 663, 665). The defendants admit

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that vehicles cannot pass in that part of the road lying between the lines of the Williams lot. Mr. Burroughs suggested that travelers might obviate the difficulty in either of two methods. The first method, he said, was for one of the cars to drive into the driveway leading to his garage; while the other was for one of them to drive into Mr. Worthington's driveway just south of the southeast outline of the lot. According to Mr. Pantaleo's plat, these driveways are about one hundred twenty feet apart, so, if two cars meet midway between them, one, or the other, would certainly have to do considerable "backing-up". This might be all right for the young and the dexterous, but those of us who are getting a little along in years would hardly appreciate the privilege. I hold that the right of the users of this right-of-way to pass other vehicles is a reasonable right, that the plaintiffs are entitled to it as a matter of right, rather than as a matter of grace, and that they cannot be required to depend on the whims and caprices of the adjoining property owners, and possibly subject themselves to the charge of trespassing by using private driveways, as suggested by Mr. Burroughs.

I do not think twenty feet an unreasonable width under the circumstances. Trucks, with bodies as wide as eight feet, are now permitted on the roads. For two of them to pass, would take a little more than sixteen feet. But, as I have above indicated, a road is a little more than two wheel tracks. There must be room for shoulders and gutters. The owner of the way has the right to repair it so that he can conveniently use it. It is a little difficult for me to see how all these rights can be squeezed into a space of less than twenty feet. When you add to that the fact that the deeds for the defendants' second and third

lots call for the road as being twenty feet in width, there is, it seems to me, nothing else for me to do, but to adopt that figure as the reasonable width Mr. Hall and Mr. Williams are presumed to have intended. This does not necessarily mean that the defendants must remove everything for a width of twenty feet. I think the large trees might be left. They do not, as I see the situation, seriously interfere with the use of the road. The same might be said of the electric light poles. The defendants must, however, remove the stonewalls built by them, the large stones placed by them, the gate-posts planted by them, as well as any other obstructions for which they are responsible. I leave the details of how they work this out to them. They may widen the road on either side, or a little on both sides, as they like. I only hold that the plaintiffs are entitled to a right-of-way twenty feet wide; I leave the details of finding that twenty feet to the defendants, provided they are reasonable. After all, the right of the easement owner, and the right of the landowner, are not absolute, irrelative, and uncontrolled, but are so limited, each by the other, that there may be a due and reasonable enjoyment of both. (17 American Jurisprudence, p. 993).

1 May 1951

Judge.

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ERNEST S. MILLIGAN and GRACE E. MILLIGAN, his wife	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
C. HARRINGTON BURROUGHS and NANNIE T. BURROUGHS, his wife	*	#9700 - Equity
	*	
	* * *	

Filed 13 June, 1951.

ORDER FOR APPEAL

Mr. Clerk:

Please enter an appeal to the Court of Appeals of Maryland from the decree in this case dated 15 May 1951.

William J. McWilliams
212 Duke of Gloucester St.
Annapolis, Md.
Solicitor for Defendants

I certify that a copy of the above Order for Appeal has been mailed, this thirteenth day of June 1951, to William J. Boehm, Esq., 160 South St., Annapolis, Md., solicitor for the Plaintiffs.

Solicitor for Defendants

AFFIDAVIT

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 13" day of June 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. HARRINGTON BURROUGHS and NANNIE T. BURROUGHS, his wife, and made oath in due form of law that the foregoing Appeal is not taken for the purpose of delay.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Viola J. Brown
Notary Public

ERNEST S. MILLIGAN and GRACE E. MILLIGAN, his wife	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	#9700 - Equity
C. HARRINGTON BURROUGHS, and NANNIE T. BURROUGHS, his wife	*	
	*	
	* * *	

PETITION FOR REHEARING

Filed 13 June, 1951.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of C. Harrington Burroughs and Nannie T. Burroughs, his wife, the Defendants, for a rehearing in the above entitled case, respectfully shows:

1. On page 1 of the Court's opinion there appears the following statement:

> "A farm road ran from the public road at near Herald Harbor in a generally southeasterly direction through the middle of this peninsula to near the tip or southeast end thereof."

According to the testimony the road in question, except where it ran through the Defendants' property, was relocated. It was said that the road ran along a ridge near the southwestern shore of the peninsula at the time of the sale from Hall to Williams. This was a single track farm road. That portion of this road leading from the public road to the entrance to the Williams property was relocated at or about the time of the Spence Howard plat in 1922. It was at that time that it was made a 20 foot road.

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2. On page 2 of the Court's opinion there appears the following statement:

> "Mr. Hall decided to sell Long Point in lots for a waterfront development."

There is no evidence in the case upon which such a statement can be based. There is nothing to show that Mr. Hall ever intended to create a waterfront development on Long Point. Even if such an intention is assumed, there is no evidence in the case as to when he made such a decision. Indeed, the Howard plat furnishes no basis for an assumption that Mr. Hall intended the type of development which ultimately took place. The land lying to the northwest of the Williams property was not laid off in lots until 1929 and that was by a subsequent developer, a Mr. Lake.

Mr. Gassaway was not specifically granted a right of way because at the time of his purchase the land was a wilderness and he reached his property by water. The only building Mr. Gassaway ever constructed on the land was a small shack. It will be noted that it was not until four years later that the Williams lot was sold. It was not until three years later that the Howard plat was made and here for the first time was mentioned a 20 foot road.

3. On page 4 of the Court's opinion mention is made of encroachments by the Defendants on the road where it passes through their property. Again on page 11 it is said that "Mr. Burroughs contracted the width of the road where it passes through his property".

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The evidence in the case is uncontradicted and undisputed that the road where it passes through the Burroughs property is as wide or wider now than it has ever been at any time in the past. There is absolutely no evidence of "encroachment" or a "contraction".

4. On page 6 of the Court's opinion there appears the following statement:

> "I think it may be assumed that at the time of the execution of the deed the road was narrow and in bad repair, but I don't think it can be said that it was nothing but a one way, single track road."

The undisputed evidence is that at that time, and particularly where the road passed through the Burroughs property, it was nothing but a one way, single track road. There is nothing in the case, other than speculation, which would justify any other conclusion by the Court.

On the same page it is said that Mr. Gassaway "must" have done some of his traveling by land and that he had to have building material and other supplies hauled in. There is no evidence in the case to support such a conclusion and on a rehearing it can be shown that Mr. Gassaway used the place only as a week-end retreat in the summer months, approached it at all times by water and made no improvements other than the construction of a small shack.

5. On page 8 of the Court's opinion there appears the following statement:

> "The material for the building of those 25 to 30 houses had to be hauled in."

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There is no evidence in the case that this building material was hauled in over the Defendants' land. The Court will recall that in 30 years only five or six houses have been built below the Defendants' land and upon a rehearing it can be shown that these were not built all at one time, but that a number of years passed between the building of each one. There is nothing in the case to support the assumption that the road as it presently exists through the Defendants' land has not satisfactorily handled all of the traffic that passes over it. It will be noted that even today this traffic is very light, since it is the traffic which concerns only four or five families for a part of the year, and is not a public road but a strictly private road.

6. On page 12 of the Court's opinion there appears the following statement:

> "This description of his road as a '20 foot road', found in both of those deeds, must, I think, be taken as admissions on Mr. Burroughs' part that the road was in fact 20 feet wide."

This is difficult to follow. The Defendants have never contended, and do not now contend, that the road running from their gate out to the public road is not a 20 foot road. It was said in the testimony that it has never at any time been as wide as 20 feet and in many instances is not now over 10 or 12 feet wide. However, the Defendants do not say that this portion of the road cannot be widened to 20 feet. Having purchased lots on this road after Hall had the Spence Howard plat made, and after Lake had the Edward Hall plat made, it is hard to understand why this should constitute an admission on their part that the road, where it passes through the property acquired from Williams is a 20 foot road. When the Defendants acquired the second and third lots from Bloomquist they were dealing with the

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situation as it then existed, and there is no dispute about the fact that these lots did border on a road which could be widened to 20 feet.

7. This case was tried on 22 September 1949. The opinion of the Court was filed on 15 May 1951. During the intervening 21 months the Court stenographer who took the testimony retired and then subsequently died. Her stenographic notes have been lost or mislaid and even if it were possible to transcribe the same it cannot now be done. Since this matter is of sufficient importance to the Defendants to justify taking an appeal to the Court of Appeals it would, under the circumstances, be impossible to present to the Court of Appeals the facts necessary for a proper adjudication of their rights.

8. In view of the fact that the Court's recollection of important facts has been erroneous and that the basic question is of sufficient importance to justify an appeal, the Defendants believe that the interests of justice require that a rehearing be granted so that an adequate record can be made as well for the benefit of the Chanceller as for the Court of Appeals.

WHEREFORE, may it please this Honorable Court to grant to the Defendants a rehearing and at said rehearing to allow them to reoffer the evidence and testimony produced at the first hearing.

AND, as in duty bound, etc.

C. Harrington Burroughs
C. Harrington Burroughs

Nannie T. Burroughs
Nannie T. Burroughs
Petitioners

William J. McWilliams
William J. McWilliams
Solicitor for Petitioners

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STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 13" day of June 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. HARRINGTON BURROUGHS and made oath in due form of law that the facts herein stated, not apparent on the record, are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Viola J. Brown
Notary Public

I certify that a copy of the foregoing petition and affidavit has been mailed, this ~~eleventh~~ 13" day of June 1951, to William J. Boehm, Esq., 160 South St., Annapolis, Md., attorney for the Plaintiffs.

William J. McWilliams
212 Duke of Gloucester St.
Annapolis, Md.
Solicitor for Petitioners

7.7

No 9700 Equity

APPEAL BOND

KNOW ALL MEN BY THESE PRESENTS that we, C. HARRINGTON BURROUGHS and NANNIE T. BURROUGHS, his wife, of Anne Arundel County, in the State of Maryland, and THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Maryland corporation, are held and firmly bound unto Ernest S. Milligan and Grace E. Milligan, his wife, or their attorneys, executors, administrators or assigns, in the full and just sum of One Thousand Dollars ($1,000.00)
to which payment well and truly to be made we bind ourselves and every one of us, our and every one of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Filed 13 June, 1951.

SEALED with our seals and dated this 13" day of June in the year One Thousand Nine Hundred and Fifty-one.

WHEREAS, by a decree of the Circuit Court for Anne Arundel County, passed in a cause entitled Ernest S. Milligan and Grace E. Milligan, his wife vs. C. Harrington Burroughs and Nannie T. Burroughs, his wife, No. 9700 Equity, the Plaintiffs were declared to be entitled to a twenty (20) foot right of way over the land of the Defendants, and the Defendants were required to remove all obstructions to said right of way and pay the costs of said case; and

WHEREAS, the said C. Harrington Burroughs and Nannie T. Burroughs, his wife are about to appeal from the said decree to the next Court of Appeals of Maryland: now the condition of the above obligation is such that if the above bound C. Harrington Burroughs and Nannie T. Burroughs, his wife shall not cause a transcript of the record and proceedings in said case to be trans-

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mitted to the Court of Appeals within the time required by law, and prosecute the said appeal with effect, and shall not also satisfy and pay unto the said Ernest S. Milligan and Grace E. Milligan, his wife, their executors, administrators or assigns, in case the said decree shall be affirmed, as well as any damages and costs decreed by the said Circuit Court for Anne Arundel County as all damages and costs that may be awarded by the Court of Appeals to be paid by the said C. Harrington Burroughs and Nannie T. Burroughs, his wife, and shall not also indemnify the said Ernest S. Milligan and Grace E. Milligan, his wife from all loss and injury which the said Ernest S. Milligan and Grace E. Milligan, his wife may sustain by reason of this appeal and the staying of the operation of said decree, then this bond to be and remain in full force and virtue, otherwise of no effect.

AS WITNESS our hands and seals.

WITNESS:

THE FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
By:

Ridgely P. Melvin (SEAL)
Attorney in fact

C. Harrington Burroughs (SEAL)
C. Harrington Burroughs

Nannie T. Burroughs (SEAL)
Nannie T. Burroughs

as to both.

Approved this 13 June, 1951.
John H. Hopkins, 3rd, Clerk.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ERNEST S. MILLIGAN, and GRACE E. MILLIGAN, his wife, PLAINTIFFS.	:	
VS.	:	NO. 9700 EQUITY
C. HARRINGTON BURROUGHS, and NANNIE T. BURROUGHS, his wife, DEFENDANTS.	:	

:::::::

MEMORANDUM AND ORDER DISMISSING PETITION FOR A REHEARING

Filed 12 July, 1951.

On May 15, 1951, I filed an opinion and decree herein and directed an injunction to issue against the defendants. On June 13, 1951, exactly twenty-nine days thereafter, the defendants filed a petition for a rehearing, and, at the same time, filed an order for an appeal from said decree and an appeal bond. The petition for a rehearing is now before me. The first difficulty I have therewith is that I could not grant the prayer thereof if I wanted to. About the most effective way to prevent a nisi prius court from granting a rehearing, that I know of, is for the petitioner therefor to appeal from the decree, as to which the rehearing is sought, before the court has an opportunity to act on the petition. That is exactly what the defendants have done here. By the filing of the order for appeal, the jurisdiction of this court, over the decree appealed from, is suspended until the appeal is heard and disposed of by the Court of Appeals. (Giles vs. DiRobbio, 186 Maryland 258; Dietrich vs. Anderson, 185 Maryland 103; Eastern States Corporation vs. Eisler, 181 Maryland 526; Collier vs. Collier, 182 Maryland 82; United Railways vs. Corbin, 109 Maryland 52; Barnum vs. Barnum, 42 Maryland 251).

While I must dismiss the petition for lack of jurisdiction to entertain it, I would do the same thing

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where it before me on its merits. I, of course, may be wrong. I frequently am. But, at this time, I adhere to the idea that I am right, both on my recollection of the testimony in this case, and my application of the law thereto. The so called new evidence which the defendants claim to have discovered, is not, in fact, new evidence. If it is evidence at all, it is evidence which the defendants could, and should, have produced at the trial.

It is, thereupon, this twelfth day of July, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the petition for a rehearing filed herein on June 13, 1951, be, and the same is hereby, dismissed.

Judge.

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9,00

ERNEST S. MILLIGAN and GRACE E. MILLIGAN	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	
C. HARRINGTON BURROUGHS and NANNIE T. BURROUGHS	*	

* * *

DESIGNATION OF PORTIONS OF THE RECORD TO BE CONTAINED IN THE RECORD ON APPEAL

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Defendants, by their solicitor, designate the following portions of the record to be contained in the record on appeal:

1. Bill of Complaint.
   Exhibit No. 1
   " " 2
   " " 3
   " " 4
   " " 5
2. Demurrer.
3. Order of Court dated 7 July 1949.
4. Amended Bill of Complaint.
5. Answer to Amended Bill of Complaint.
6. Petition to Amend and Order dated 19 August 1949.
7. Deed from Hall to Williams, W.N.W. No. 14, folio 451.
8. Deed from Bloomquist to Burroughs dated 6 March 1946.
9. Revised Plat of Long Point.
10. Plat made by Pantaleo, September 1949.
11. Opinion of Court.

Filed 27 July, 1951

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12. Petition for Rehearing.

13. Order to Enter Appeal.

14. Memorandum and Order Dismissing Petition for Rehearing.

15. Docket Entries.

16. ~~Condensed Statement in narrative form as provided by Rule 19.~~

William J. McWilliams
212 Duke of Gloucester St.
Annapolis, Md.
Solicitor for Defendants

I certify that a copy of the above Designation has been mailed, this twenty-seventh day of July 1951, to William J. Boehm, 160 South Street, Annapolis, Md., attorney for the Plaintiffs.

William J. McWilliams
Solicitor for Defendants

MANDATE

Court of Appeals of Maryland

#9700
Equity

No. 65, OCTOBER TERM, 19 51

C. Harrington Burroughs et al

vs.

Ernest S. Milligan et al

Appeal from the Circuit Court for Anne Arundel Co.

Filed: Aug. 6, 1951

Oct. 22, 1951, Motion to Dismiss appeal filed.

Jan. 11, 1952, Decree reversed with costs and bill of complaint dismissed.

Opinion filed. Op. Marbury, C. J.

Markell, J. dissents and files dissenting opinion.

Feb. 6, 1952, Motion for Reargument filed by appellee.

Feb. 7, 1952, Motion denied.

Appellant's Cost in the Court of Appeals of Maryland,

Clerk's Cost	$ 10.00		
Brief	$ 264.69		
Appearance Fee . . .	$ 10.00		
. . . . .	$ xxx		$284.69

Appellee's Cost in the Court of Appeals of Maryland,

Brief	$ 55.56		
Appearance Fee . . .	$ 10.00		
Motion for Reargument	$ 5.00	70.56	$355.25

STATE OF MARYLAND, Sct:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this eleventh *day of* February *A. D. 19* 52

Clerk
of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

MARGARET RIDOUT, individually and as Executrix of the estates of CARRIE CORNER RIDOUT and CHARLES D. RIDOUT, deceased 44 Murray Avenue Annapolis, Maryland C. CORNER RIDOUT 15 Eastern Avenue Eastport, Maryland	*	NO. 9754 EQUITY
Vs.	*	IN
FRANK M. CORNER, individually and as Executor of the estates of FRANK MEZICK, THEODORE S. CORNER, and ALVA W. CORNER, deceased 588 Eastern Avenue Eastport, Maryland IRENE C. HARBAUGH 17 Eastern Avenue Eastport, Maryland PRUDENCE M. QUASS Chester Avenue and Third Street, Eastport, Maryland CHARLOTTE T. CORNER, individually and as administratrix of the estate of THEORDORE M. CORNER, deceased McLean, Virginia THOMAS E. CORNER McLean, Virginia MEZICK A. CORNER McLean, Virginia FRANK M. CORNER McLean, Virginia THEODORE H. M. CORNER El Paso, Texas CHARLOTTE L. CORNER, infant McLean, Virginia ELEANOR RIDOUT NORRIS St. Margarets, Maryland ELISE RIDOUT R. F. D. No. 2 St. Margarets, Maryland	*	THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed Aug. 1, 1949

* * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Margaret Ridout and C. Corner Ridout, individually, and Margaret Ridout as Executrix of the estates of Carrie Corner Ridout and Charles D. Ridout, deceased, respectfully shows:

1. That Frank Mezick died testate, in Anne Arundel County, on April 16, 1949, leaving one-fifth of his estate to

Irene C. Harbaugh and Prudence C. Quass, one-fifth to Frank M. Corner, one-fifth to Eleanor Ridout Norris, one-fifth to Elise Ridout, one-fifth to Thomas E. Corner, Mezick A. Corner, Frank M. Corner, Charlotte L. Corner, and Theodore H. M. Corner. A certified copy of said will, which has been duly admitted to probate in the Orphans' Court for Anne Arundel County, is filed herewith and is prayed to be taken as a part hereof, marked "Exhibit No. 1."

2. That Frank M. Corner has duly qualified as Executor of the estate of Frank Mezick in the Orphans' Court for Anne Arundel County.

3. That Lillie C. Mezick, wife of Frank Mezick, died testate, a resident of Nelson County, Virginia, on or about the sixth day of July, 1920, and by her will bequeathed and devided the rest and residue of her estate to her husband, the said Frank Mezick, with power to sell, but if he did not, at his death, she bequeathed and devised the residue to her sister, Carrie Corner Ridout, and her brother, Theodore S. Corner, to be equally divided between them. A certified copy of said will is filed herewith, marked "Exhibit No. 2", and is prayed to be taken as a part hereof.

4. That the said Frank Mezick qualified as the Executor of the estate of Lillie C. Mezick, his wife, and filed his account in the Circuit Court of Nelson County, Virginia, on February 21, 1922, showing the balance of her estate in his hands as administrator subject to her will to be $38,742.18. A certified copy of said account is filed herewith, marked "Exhibit No. 3", and is prayed to be taken as a part hereof.

5. That Carrie Corner Ridout, sister of Lillie C. Mezick, died on February 11, 1931, leaving a last will duly admitted to probate in Anne Arundel County, by which she devised and bequeathed her estate to her husband, Charles D. Ridout, for life, with power to sell, etc., and after his death, the property remaining to vest in their two children, Margaret Ridout and Charles Corner

Ridout, the said Margaret Ridout to take a three-fifths interest if single and the said Charles Corner Ridout, a two-fifths interest, and the said Margaret Ridout duly qualified as Administratrix, c. t. a., in the Orphans' Court for Anne Arundel County. A certified copy of said will is filed herewith, marked "Exhibit No. 4", and is prayed to be taken as a part hereof.

6. That the said Charles D. Ridout died testate on July 24, 1935, and by his last will, duly admitted to probate in Anne Arundel County, left all of his property to the two children, Margaret Ridout, three-fifths if unmarried, and Charles Corner Ridout, two-fifths. The said Margaret Ridout duly qualified as his executrix in the Orphans' Court for Anne Arundel County; that the said Margaret Ridout is now and was at the death of said Charles D. Ridout a single person. A certified copy of the said will is filed herewith, marked "Exhibit No. 5", and is prayed to be taken as a part hereof.

7. That Theodore S. Corner, brother of Lillie C. Mezick, died testate on April 26, 1933, and by his last will duly admitted to probate in the Orphans' Court for Anne Arundel County devised his property to his three sons - Theodore M. Corner, Thomas J. Corner, and Frank M. Corner - and appointed his son, Frank M. Corner, executor, who duly qualified in the Orphans' Court for Anne Arundel County. A certified copy of the said will is filed herewith, marked "Exhibit No. 6", and is prayed to be taken as a part hereof.

8. That Theodore M. Corner died intestate on June 16, 1936, at McLean, Fairfax County, Virginia, leaving as his only heirs at law Charlotte T. Corner, his widow; Thomas E. Corner, son; Mezick A. Corner, son; Frank M. Corner, son; Charlotte L. Corner, daughter, infant; and Theodore H. M. Corner, son; that the said Charlotte T. Corner was duly appointed and qualified as Administratrix of his estate in the Circuit Court of Fairfax County, Virginia. A certified copy of the said appointment is filed

herewith, marked "Exhibit No. 7", and is prayed to be taken as a part hereof.

9. That Thomas J. Corner died testate on February 29, 1940, and by his last will duly admitted to probate in the Orphans' Court for Anne Arundel County, left his property to his wife, Alva W. Corner, for life, and at her death, to her children, Irene W. Corner (now Harbaugh) and Prudence M. Corner (now Quass), and the said Alva W. Corner was duly appointed and qualified as Executrix of his estate in the Orphans' Court for Anne Arundel County. A certified copy of the said will is filed herewith, marked "Exhibit No. 8", and is prayed to be taken as a part hereof.

10. That Alva W. Corner, wife of said Thomas J. Corner, died testate on June 25, 1948, and by her last will devised all of her property to her two daughters, the said Irene C. Harbaugh and Prudence M. Quass, and Frank M. Corner was duly appointed and qualified as her Executor in the Orphans' Court for Anne Arundel County. A certified copy of the said will is filed herewith, marked "Exhibit No. 9", and is prayed to be taken as a part hereof.

11. That from time to time after the death of the said Lillie C. Mezick, the said Frank Mezick invested and re-invested the proceeds of the estate of Lillie C. Mezick and at the time of his death on April 16, 1949, had in his hands and under his control a considerable amount of stock, bonds, and mortgages, and some real estate; that these assets are now in the hands of Frank M. Corner individually or as Executor of the estate of Lillie Mezick.

12. That your complainants are advised that some of the aforesaid assets, especially real estate and mortgages, stand on the land records in the name of Frank Mezick although indicated on the books of Frank Mezick as being part of his wife's estate

13. That the said Frank Mezick at the time of his death also owned in his own right a considerable amount of stocks, bonds, mortgages, and real estate.

14. That there is uncertainty as to what assets should

be considered as the absolute property of the estate of Frank Mezick and what part of the assets should be paid over to the estates of Carrie Corner Ridout and Theodore S. Corner; that there is an uncertainty as to whether the remainder interest in the estate of Lillie C. Mezick vested at the time of her death in Carrie Corner Ridout and Theodore S. Corner would be payable at this time to their personal representatives or whether the remainder interest vested at the time of the death of the life tenant, Frank Mezick, and therefore distributable to her heirs directly; that their is an uncertainty as to the amount of estate tax due thereon, if any; that there is no one authorized to take charge of the remainder interest, collect current income, look after the property and make distribution of the assets.

15. That all of the parties are residents of Anne Arundel County and adults, except Charlotte T, Corner, Thomas E. Corner, Mezick A. Corner, Frank M. Corner, and Charlotte L. Corner, infant, who are residents of McLean, Fairfax County, Virginia; and Theodore H. M. Corner, who resides in El Paso, Texas.

To the end, therefore:

1. That the said Frank M. Corner account for the assets of the estate of Lillie C. Mezick, which have come into his hands since the death of the life tenant, Frank Mezick.

2. That the assets of the estate of Lillie C. Mezick be determined, and in connection therewith, her will be construed.

3. That this honorable Court assume jurisdiction over theassets passing under the will of Lillie C. Mezick and the distribution of the corpus and income.

4. And for such other and further relief as their case may require.

May it please your honors to grant unto your orators the writ of subpoena directed to the said Frank M. Corner, individually

and as Executor of the estates of Frank Mezick, Theodore S. Corner, and Alva W. Corner, deceased, and to Irene C. Harbaugh, Prudence M. Quass, Eleanor Ridout Norris, and Elise Ridout, commanding them to be and appear in this Court on some certain day to be named therein, to answer the premises and abide by and perform such decrees as may be passed therein; and also the Order of Publication, giving notice to the non-resident defendants, Charlotte T. Corner, individually and as Administratrix of the estate of Theodore M. Corner, deceased; Mezick A. Corner; Frank M. Corner; Theodore H. M. Corner; and Charlotte L. Corner, infant; of the object and substance of this Bill, authorizing and directing them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed.

And, as in duty bound, etc.

Margaret Ridout

MARGARET RIDOUT,
Individually and as Executrix of the estates of CARRIE CORNER RIDOUT and CHARLES D. RIDOUT, deceased

C. Corner Ridout

C. CORNER RIDOUT

C. Osborne Ewell

Solicitor for Complainants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 9754 Equity

MARGARET RIDOUT, individually and as Executrix of the estates of CARRIE CORNER RIDOUT and CHARLES D. RIDOUT, deceased, 44 Murray Avenue, Annapolis, Maryland; and C. CORNER RIDOUT, 15 Eastern Avenue, Eastport, Maryland.

vs.

FRANK M. CORNER, individually and as Executor of the estates of FRANK MEZICK, THEODORE S. CORNER, and ALVA W. CORNER, deceased, 588 Eastern Avenue, Eastport, Maryland; IRENE C. HARBAUGH, 17 Eastern Avenue, Eastport, Maryland; PRUDENCE M. QUASS, Chester Avenue and Third Street, Eastport, Maryland; CHARLOTTE T. CORNER, individually and as Administratrix of the estate of THEODORE M. CORNER, deceased, McLean, Virginia; THOMAS E. CORNER, McLean, Virginia; MEZICK A. CORNER, McLean, Virginia; FRANK M. CORNER, McLean, Virginia; THEODORE H. M. CORNER, El Paso, Texas; CHARLOTTE L. CORNER, in fant, McLean, Virginia; ELEANOR RIDOUT NORRIS, St Margarets, Maryland; ELISE RIDOUT, R. F. D. No. 2, St. Margarets, Maryland.

ORDER OF PUBLICATION

The object and purpose of this proceeding is to have an accounting of the assets of the estate of Lillie C. Mezick, that the assets be determined and her will construed, that the Court assume jurisdiction over the assets and the distribution of the corpus and income, and for other and further relief.

The Bill of Complaint alleges that Frank Mezick died testate on April 16, 1949, leaving one-fifth of his estate to Irene C. Harbaugh and Prudence M. Quass, one-fifth to Frank M. Corner, one-fifth to Eleanor Ridout Norris, one-fifth to Elise Ridout, one-fifth to Thomas E. Corner, Mezick A. Corner, Frank M. Corner, Charlotte L. Corner, and Theodore H. M. Corner; and that Frank M. Corner is the Executor of his estate; that Lillie C. Mezick, wife of Frank Mezick, died a resident of Nelson

County, Virginia, on or about the sixth day of July, 1920, and by her will bequeathed and devised the rest and residue of her estate to her husband, the said Frank Mezick, for life with power to sell, but if he did not, at his death, she bequeathed and devised the residue toher sister, Carrie Corner Ridout, and her brother, Theodore S. Corner, to be equally divided between them; that the said Frank Mezick qualified as the Executor of his wife's estate and filed hisaccount in the Circuit Court of Nelson County, Virginia, on February 21, 1922, showing the balance of her estate in his hands as Administrator subject to her will to be $38,742.18; that Carrie Corner Ridout, sister of Lillie C. Mezick, died on February 11, 1931, leaving a last will duly admitted to probate in Anne Arundel County, by which she devised and bequeathed her estate to her husband, Charles D. Ridout, for life, with power to sell, etc., and after his death, the property remaining to vest in their two children, Margaret Ridout and Charles Corner Ridout, the said Margaret Ridout to take a three-fifths interest if single and the said Charles Corner Ridout, a two-fifths interest, and the said Margaret Ridout duly qualified as Administratrix, c. t. a., in the Orphans' Court for Anne Arundel County; that the said Charles D. Ridout died testate on July 24, 1935, and by his last will, duly admitted to probate in Anne Arundel County, left all of his property to the two children, Margaret Ridout, three-fifths if unmarried, and Charles Corner Ridout, two-fifths; that the said Margaret Ridout duly qualified as his Executrix in the Orphans' Court for Anne Arundel County; that the said Margaret Ridout is now and was at the death of said Charles D. Ridout a single person.

That Theodore S. Corner, brother of Lillie C. Mezick, died testate on April 26, 1933, and by his last will duly admitted to probate in the Orphans' Court for Anne Arundel County devised his property to his three sons - Theodore M. Corner, Thomas J. Corner, and Frank M. Corner - and appointed his son, Frank M. Corner, executor, who duly qualified in the Orphans' Court for Anne Arundel County; that Theodore M. Corner died intestateon June 16,

1936, at McLean, Fairfax County, Virginia, leaving as his only heirs at law Charlotte T. Corner, his widow; Thomas E. Corner, son; Mezick A. Corner, son; Frank M. Corner, son; Charlotte L. Corner, daughter, infant; and Theodore H. M. Corner, son; that the said Charlotte T. Corner was duly appointed and qualified as Administratrix of his estate in the Circuit Court of Fairfax County, Virginia; that Thomas J. Corner died testate on February 29, 1940, and by his last will duly admitted to probate in the Orphans' Court for Anne Arundel County, left his property to his wife, Alva W. Corner, for life, and at her death, to her children, Irene W. Corner (now Harbaugh) and Prudence M. Corner (now Quass), and the said Alva W. Corner was duly appointed and qualified as Executrix of his estate in the Orphans' Court for Anne Arundel County; that Alva W. Corner, wife of said Thomas J. Corner, died testate on June 25, 1948, and by her last will devised all of her property to her two daughters, the said Irene C. Harbaugh and Prudence M. Quass, and Frank M. Corner was duly appointed and qualified as her Executor in the Orphans' Court for Anne Arundel County.

That from time to time after the death of the said Lillie C. Mezick, the said Frank Mezick invested and re-invested the proceeds of the estate of Lillie C. Mezick and at the time of his death on April 16, 1949, had in his hands and under his control a considerable amount of stock, bonds, and mortgages, and some real estate; that these assets are now in the hands of Frank M. Corner individually or as Executor of the estate of Lillie Mezick; that your complainants are advised that some of the aforesaid assets, especially real estate and mortgages, stand on the land records in the name of Frank Mezick although indicated on the books as being part of his wife's estate; that the said Frank Mezick at the time of his death also owned in his own right a considerable amount of stocks, bonds, mortgages, and real estate; that there is uncertainty as to what assets should be considered as the ab-

solute property of the estate of Frank Mezick and what part of the assets should be paid over to the estates of Carrie Corner Ridout and Theodore S. Corner; that there is an uncertainty as to whether the remainder interest in the estate of Lille C. Mezick vested at the time of her death in Carrie Corner Ridout and Theodore S. Corner would be payable at this time to their personal representatives or whether the remainder interest vested at the time of the death of the life tenant, Frank Mezick, and therefore distributable to her heirs directly; that their is an uncertainty as to the amount of estate tax due thereon, if any; that there is no one authorized to take charge of the remainder interest, collect current income, look after the property, and make distribution of the assets; that all of the parties are residents of Anne Arundel County and adults, except Charlotte T. Corner, Thomas E. Corner, Mezick A. Corner, Frank M. Corner, and Charlotte L. Corner, infant, who are residents of McLean, Fairfax County, Virginia; and Theodore H. M. Corner, who resides in El Paso, Texas.

It is thereupon this day of July, 1949, ordered by the Circuit Court for Anne Arundel County, in Equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper in Anne Arundel County, once a week for four successive weeks before the day of , 1949, giving notice to the said Charlotte T. Corner, Thomas E. Corner, Mezick A. Corner, Frank M. Corner, Theodore H. M. Corner, and Charlotte L. Corner, non-resident defendants, of the object and substance of the Bill, warning them to appear in this Court in person or by solicitor on or before the day of , 1949, to show cause, if any they have, why a decree ought not to pass as prayed.

Clerk

I, Frank Mezick, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this as and for my last will and testament, hereby revoking any and all former wills or other testamentary dispositions that may have been made by me.

After payment of my just and lawful debts due and owing at the time of my death and my funeral expenses.

I give, devise and bequeath all of my property real, personal or mixed and wheresoever situated as follows:

1. One fifth to Irene C. Harbaugh and Prudence C. Quss, my great nieces and children of Thomas J. Corner.

2. One fifth to Frank M. Corner, my nephew.

3. One fifth to Eleanor Ridout Norris, my niece and wife of George W. Norris.

4. One fifth to Elise Ridout, my niece.

5. One fifth to Thomas E. Corner, Mezick A. Corner, Frank M. Corner, Charlotte L. Corner and Theodore Mezick Corner, my great nephews and great nieces, the children of Theodore Mezick Corner.

I hereby confer upon my executor full power and authority to make such division of my estate in kind and/or sell at public or private sale or sales, for such price or prices, and upon such terms and conditions as to him may seem best, such portions thereof, real, personal or mixed as he may deem necessary or proper to effectuate such division, without application to the Orphans Court of Anne Arundel County or any other Court for authority in respect thereto; and to grant, convey and transfer the same to the purchasers thereof free from all liability for or on account of the application of the purchase money; and any division so made by him shall be binding and conclusive on all persons entitled in my estate.

All powers and discretions conferred by my will or ledged in my executor shall be construed to be appurtenant to the fiduciary officer and shall pass to and be exercisable by any executor, administrator, c.t.a., or by any other successors.

I hereby constitute and appoint the said Frank M. Corner Executor of this my Last Will and Testament and request and direct that he be not required to furnish bond.

In Testimony whereof, I have hereunto set my hand and affixed my seal this sixth day of December, in the year Nineteen hundred and forty-eight.

Frank Mezick (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testator, Frank Mezick, as and for his Last Will and Testament in the presence of us, who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Robert B. Stull Maj. T. C.
Severnale Park , Md.

Myrtle Sturm

Marvin I. Anderson.

ANNE ARUNDEL COUNTY, SS:

On the 22nd day of April, 1949 came Marvin I. Anderson and made Oath in due form of law, that he does not know of any Will or Codicil of Frank Mezick late of said County, deceased, other than the above instrument of writing, and that he has had the same in his possession since it was executed. Testator died on the 16th day of April, 1949,

Sworn to before the subscriber,

Clemence C. Burwell Deputy
Register of Wills for Anne Arundel Co.

ANNE ARUNDEL COUNTY, SS:

On the 22nd day of April, 1949 came Marvin I. Anderson and Myrtle Sturm subscribing witnesses to the aforegoing last Will and Testament of Frank Mezick late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Robert B. Stull 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,

Clemence C. Burwell Deputy Register
of Wills for Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Register of Wills after having carefully examined the above last will and Testament of Frank Mezick late of said County, deceased, ~~together with the codicil thereunto attached~~, and also the evidence adduced as to its validity, orders and decrees this ~~22nd~~ day of April 19 49, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Frank Mezick, deceased.

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

R. Glenn Prout
Register of Wills for Anne Arundel County

APPROVED BY THE COURT this 26th day of April, 1949

Judges Owain E. Owens
Charles G. Hill
George C. Schmidt.

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 Frank Mezick *late of said County deceased* together with proof and probate thereof *taken from* the original being one of the Records, filed recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th *day of* July *in the year of our Lord, nineteen hundred and forty* nine

R. Glenn Prout
Register of Wills for Anne Arundel County

LILLIE C. MEZICK

COPY

I, Lillie C. Mezick of Arlington, Nelson County, Virginia , do make publish and declare this my last Will and Testament, hereby revoking and annulling all other Wills and Testaments heretofor made by me .

After the payment of all my just debts and funeral expenses, I give, bequeath and devise as follows:

To Mrs Elizabeth T. Reynolds, now residing in the State of Idaho, I give bequeath the sum of Two Hundred and Fifty Dollars($250.00)

To, Miss Sarah Ireland , of Baltimore Maryland, I give and bequeath the sum of Two Hundred and Fifty Dollars ($250.00)

To my dear husband, Frank Mezick, I give bequeath , and devise, all the rest and residue of my estate, real, personal and mixed that I now own, or may hereafter acquire, or may be entitled to, wheresoever situate, to have, possess and enjoy, for and during the term of his natural life, with full power and authority however, to charge or encumber and sell it if he deems it necessary to do so, but in the event that he does not sell the same or only a part of it, during his life, at his death, I give,bequeath and devise the whole of it or the residue thereof as the case may be, as follows:

At the death of my said husband therefore if he has not sold my said Estate or only a part thereof, I Will Bequeath and devise the same , either the whole or the residue thereof, as the case may be, to my sister Carrie Corner Ridout and brother Theodore S. Corner, to be equally divided between them.

I hereby constitute and appoint my said husband, Frank Mezick , my Executor of this my last Will and Testament, and request that he be not required to give bond.

In testimony whereof I have hereunto set my hand and Seal this 28th day of May, 1910.

Lillie C. Mezick (SEAL)

Signed, Sealed, published and declared by the above named testatrix Lillie C. Mezick, as and for her last Will and Testament, in the presence of us, who, at her request, in the presenceof each other, have hereunto subscribed our names as Witnesses thereto

Winson G. Gott

Eva M. Clark

STATE OF VIRGINIA COUNTY OF NELSON, to Wit:

I, C. W. Embrey , Clerk of the Circuit Court of Nelson County, and by law keeper of the Seal and of the Records of said County including Original papers of all Wills admitted to record in said County, do hereby certify that the Will of Lillie C. Mezick late of this County, deceased was probated before the Judge of this Court in session and duly admitted to record August 5th 1920 , and that the foregoing is a true and full copy of said Will taken from Will Book "O" page 89 Kept in the Office of the Clerk of the Circuit Court of Nelson County.

I further Certify that on the same date came Frank Mezick and qualified as Executor of said Will. In testimony whereof I have hereunto subscribed my name and affix the seal of said Court this 6th day of September, 1920

(SEAL)

C. W. Embrey Clerk of the Circuit Court of Nelson County

STATE OF VIRGINIA , COUNTY OF NELSON, TO WIT:

I, Bennett T. Gordon, Judge of the Circuit Court of the County of Nelson, hereby certify that C. W. Embrey whose names is signed to the foregoing cirtificate, is and was at the time of the signing the same, clerk of the said Court duly qualified that his signature is genuine and all his official acts entitled to full faith and Credit.

Given under my hand this 6th day of September, 1920

Bennett T. Gordon.

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Copy of the Last Will and Testament

of

Lillie C. Mezick *late of* ~~said County~~ Virginia

deceased together with proof and probate thereof

taken from a Copy recorded in Liber O.B.D. No. 2 Folio 325 being one of the records filed recordes and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th *day of* July *in the year of our Lord, nineteen hundred and forty-nine*

R. Glenn Prout

Register of Wills for Anne Arundel County

EXHIBIT NO. 3

Lillie C. Mezick

To) Setl. of Accts.)

Frank Mezick, Adm'r.

To the Hon. B. T. Gordon, Judge of the Circuit Court of Nelson County, Virginia.

Your Commissioner of Accounts for Nelson County Circuit Court, rrspectfully represents that Frank Mezick, Adm'r. of the estate of Lillie C. Mezick, deceased, has filed before your Commissioner a statement of his transactions as such, supported by proper vouchers:

Whereupon, your Commissioner, after posting notice as the law requires, and more than ten days having elapsed since being so posted, your Commissioner has made up the following account, which is respectfully submitted

Fee $3.00 paid,
Dec. 6, 1921

P. B. Young
Com'r. of Accounts.

The estate of Lillie C. Mezick, deceased.

In account with
Frank Mezick, her Administrator.

Receipts

1920 Sept. 10	As per Inventory and Appraisement notes & bonds	$38,075.59
	Certificate of deposit of James Conner & Sons, Baltimore, Md.	2,000.00
	Seven Shares Farmer's National, Annapolis, Md.	250.00
	U. S. Gov. bonds & War Saving Stamps	1,965.04
		$42,290.63

Disbursements:

Nov. 29	Bequest to Mrs. E. B. Reynolds	$250.00	
	" " Miss S. Ireland	250.00	
	To paid to J. T. Fitzpatrick, Taxes	445.38	
Sept.15	" " C. W. Embrey, Clerk	50.50	
Aug. 10	" " John M. Taylor	305.00	
" 18	" " Appraisers	4.00	
Dec. 15	" " C. W. Embrey, Clerk	2.50	

Dec. 15	To paid Tax to Will T. Snyder, Com'r.	42.29	
" "	" " Sundry Small bills	25.00	
" "	" " R. H. Wallace, M.D.	50.00	
" "	" " Dr. Russell	2.50	
" "	Com'r (a) 5% retained on $42,290.62	2114.53	
1921			
Nov.	" " Com'r of Accounts	3.00	
Dec.	" " C. W. Embrey, Clerk	3.75	3,548.45
			$38,742.18

Note: The above balance is held by the said Administrator, subject to the will of said Lillie C. Mezick as of record.

P. B. Young,
Com'r . of Accounts.

Virginia: In the Clerk's Office of the Circuit Court of Nelson County, Feby. 21, 1922.

The foregoing settlement of accounts having been filed in this office for more than thirty days, and no objections having been offered thereto, the same stands confirmed and admitted to record.

Teste: C. W. Embrey, Clerk.

A copy, Teste: C W Embrey Clerk,

Fiduciary Account Book #4, pages 247-248.

CIRCUIT COURT NELSON COUNTY VIRGINIA

Examiner's Exhibit # 3

I, Carrie C. Ridout of Anne Arundel County, State of Maryland make publish and declare this as and for my last will and testament hereby revoking all wills by me heretofore made.

Item: After the payment of my just debts and funeral expenses I will devise and bequeath to my husband Charles D. Ridout all the property real, personal and mixed of which I may die seized and possessed wheresoever the same may be situated, for and during the term of his natural life, with full power, in his discretion, to sell, invest and reinvest without let or hindrance; hereby ratifying any act, which he may do in this behalf as fully as if the same had been left to him in fee simple.

Secondly; After the death of my said husband it is my will that all of my property remaining shall go to and vest in our two children Margaret Ridout and Charles Corner Ridout as follows: To my daughter Margaret in case she be unmarried at the time of my husbands death, three-fifths of what is left, and to my son C. Corner Ridout two-fifths. But in case my said daughter should be married at the time of my husbands death, then she shall only receive one half and my son C. Corner Ridout shall receive the other half.

In case either of my said children should die before my said husband and leave child or children, then the child or children of my deceased child shall have the share of their deceased parent, the said grandchildren taking per stirpes and not per capita

Lastly: I hereby make constitute and appoint my husband Charles D. Ridout the executor of this my last will and testament without bond, other than is an amount necessary to secure any debts which I may owe at the time of my death. Witness my hand and seal this - day of December A.D. 1914

Carrie C. Ridout (SEAL)

We the undersigned hereby certify that we saw Carrie C. Ridout sign the aforegoing paper writing, heard her declare it to be her last will and testament and at her request, and in her presence and in the presence of each other we have signed our names as witnesses hereto.

Jno G. Rogers

George F. Quaid

ANNE ARUNDEL COUNTY, SS:

On th 17th day of February, 1931 came C. Corner Ridout and made Oath in due form of law, that he does not know of any Will or Codicil of Carrie C. Ridout late of said County, deceased, other than the above instrument of writing, and that he received the same from the Register of Wills in whose custody same had been deposited. Testator departed this life on the 11th day of February, 1931

Sworn to in open Court

Geo T. Cromwell Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 17th day of February, 1931 came George F. Quaid one of the subscribing witnesses to the aforegoing last Will and Testament of Carrie C. Ridout late of said County, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament , that at the time of her so doing she was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with John G. Rogers now dead, subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court

Geo. T. Cromwell Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 17th day of February 1931 came C. Corner Ridout and George F. Quade and made oath in due form of law that they are familiar with the handwriting of Jno. G. Rogers one of the attesting witnesses to the last Will and Testament of Carrie C. Ridout late of said County, deceased, and they verily believe that the signature of the said Jno. G. Rogers as so written, is the true and genuine signature of said Jno. G. Rogers who is now dead.

Sworn to in open Court,

Geo. T. Cromwell Register of Wills.

LIBER 74 PAGE 235

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Carrie C. Ridout, late of said County, deceased, ~~together with the codicil thereto attached~~, and also the evidence adduced as to its validity, orders and decrees this 17th day of February, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Carrie C. Ridout, deceased.

JUDGES { Maynard Carr
Owain E. Owens
William B. Elliott.

MEYER & THALHEIMER BALTIMORE, MD.

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 Carrie C. Ridout *late of said County deceased* together with proof and probate thereof *taken from* the Original being one of the Records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th *day of* July *in the year of our Lord, nineteen hundred and forty-*nine

Register of Wills for Anne Arundel County

EXHIBIT NO. 5

LIBER 74 PAGE 236

IN THE NAME OF GOD, AMEN:

I, Charles D. Ridout of the City of Annapolis, Anne Arundel County, in the State of Maryland, being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and desiring to settle my worldly affairs in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament.

In the first place I commit my Soul unto the hands of Almighty God who gave it and my body to the earth to be decently buried in the discretion of my Executrix hereinafter named.

Charles D. Ridout

After the payment of all my just and lawful debts due and owing at the time of my death and my funeral expenses.

Item: I give, devise and bequeath all my property real, personal and mixed of whatever description and wherever situate unto my tow children Margaret Ridout and Charles Corner Ridout absolutely as follows: To my daughter Margaret absolutely, in the event that she be unmarried at the time of my death, three fifths and to my son Charles Corner absolutely two-fifths, but in the event my said daughter should be married at the time of my death then she shall receive one half of my said Estate absolutely and my said son Charles Corner Ridout shall receive the other one half, absolutely, but in the event that either of my said children or both should predecease me, then the child or children of my deceased child or children shall have the share of their deceased parent, the said grand-children taking per stirpes and not per capita.

Lastly: I hereby nominate, constitute and appoint Margaret Ridout Executrix of this my last will and testament, to serve without bond, hereby revoking any and all other wills heretofore made by me, declaring this and none other to be my last will and testament.

In Testimony whereof I have hereunto set my hand and affixed my seal this twenty-second day of June Anno Dominii Ninteen hundred and thirty-two.

Charles D. Ridout (SEAL)

Signed, Sealed, Published and declared by the above named Testator Charles D. Ridout as his last will and testament in our presence, who at his request in his presence and in the presence of each other have hereunto set our hands as witnesses thereof this twenty-second day of June Anno Dominii Nineteen hundred and thirty-two.

Evelyn V. Collins

Clare M. Green

Myrtle Sturm

ANNE ARUNDEL COUNTY, SS:

On the 30th day of July, 1935 came Margaret Ridout and made Oath in due form of law, that she does not know of any Will or Codicil of Charles D. Ridout late of said County, deceased, other than the above instrument of writing, and that she obtained the same from Testators safe deposit box in the County Trust. "All parties notified" Testator departed this life on the 24th day of July 1935 .

Sworn to in open Court

W. Meade Holladay Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 30th day of July 1935, came Evelyn V. Collins and Myrtle Sturm two of the subscribing witnesses to the aforegoing last Will and Testament of Charles D. Ridout late of said County, deceased, and made oath in due form of law, that they did see the Testator Charles D. Ridout sign and seal this Will; that they heard him ublish, 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 Clare M. Green who is now out of the State subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court,

W. Meade Holladay Register of Wills for Anne Arundel County.

LIBER 74 PAGE 238

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Charles D. Ridout, late of said County, deceased, ~~together with the codicil xxxx thereto attached~~ and also the evidence adduced as to its validity, orders and decrees this 30th day of July, 1935, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Charles D. Ridout, deceased.

JUDGES { Maynard Carr / Owain E. Owens / William B. Elliott

MEYER & THALHEIMER BALTIMORE, MD.

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 Charles D. Ridout *late of said County deceased* together with proof and probate thereof *taken from* the Original being one of the Records, filed Recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th *day of* July *in the year of our Lord, nineteen hundred and forty-nine*

R. Glenn Prout

Register of Wills for Anne Arundel County

EXHIBIT NO. 6

LIBER 74 PAGE 239

WILL OF THEODORE S. CORNER

Oct. 10th 1932

I, Theodore S. Corner of Anne Arundel County, Maryland, being of sound and disposing mind and understanding do make and declare the following, as my last will and testament, hereby revoking any, and all wills by me heretofore made.

First, After all my debts and expenses are paid, the following properties, stock etc., shall be distributed, equally, among my three sons, Theodore Mezick, Thomas J. and Frank M. Corner, to be dealt with as they think proper:-

One (1) Brick House on Bay Ridge Ave., Eastport, Md., which I have a life interest in only.

The House in which I live, 588 Eastern Ave., Eastport, Md.

One (1) Cottage on Bay Ridge Ave., Eastport, Md.

One bond of 39 shares of Farmer's National Bank stock, which I have only a life interest in, also One Bond of eight shares of aforesaid stock belonging to me.

One (1) Mortgage of Fifteen Hundred Dollars ($1500), on dwelling and lot, 191 Prince George Street, Annapolis, Md., from Harry N. Koolage and wife.

Ground Rents in Baltimore City, Md., which I hold a one third interest. The interest from these rents is collected by Robert N. Baer, Baltimore, Md.

My personal belongings in, and around the house in which I live.

My Telescope, which was left me by my mother, who inherited it from my Father is to be given to the one of my sons, who can use it to the best advantage.

I appoint my youngest son Frank M. Corner, Executor of my will, without bond.

Witness my hand and seal, this 10th day of October, 1932.

Theodore S. Corner

Signed and declared by the above named Testator, as his last will and Testament, in our presence and we in his presence, and in the presence of each other at his request do hereunto affix our hands as witnesses thereof.

Daniel H. Nichols

Wilson F. Gray

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ANNE ARUNDEL COUNTY, SS:

On the 1st day of May , 1933 came Frank M. Corner and made Oath in due form of law, that he does not know of any Will or Codicil of Theodore S. Corner late of said County, deceased, other than the above instrument of writing, and that he found the same among Testators private effects. Testator departed this life on the 26th day of April, 1933.

Sworn to before the subscriber.

Geo. T. Cromwell Register of Wills
for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS.

On the 2nd day of May, 1933, came Daniel Nichols and Wilson F. Gray the two subscribing witnesses to the aforegoing last Will and Testament of Theodore S. Corner late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber,

Geo. T. Cromwell Register of
Wills for Anne Arundel County.

IN THE ORPHANS COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Test ment of Theodore S. Corner, late of said County, deceased and also the evidence adduced as to its validity, orders and decrees this 2nd day of May, 1933, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Theodore S. Corner, deceased.

Maynard Carr
Judges. Owain E. Owens
William B. Elliott

LIBER 74 PAGE 241

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

Theodeor S. Corner *late of said County*

deceased together with proof and probate thereof

taken from the original

being one of the Records, filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th *day of* July *in the year of our Lord, nineteen hundred and forty-nine.*

R Glenn Prout

Register of Wills for Anne Arundel County

EXHIBIT NO. 7

LIBER 74 PAGE 242

STATE OF VIRGINIA)
) To-wit:
COUNTY OF FAIRFAX)

I, THOMAS P. CHAPMAN, JR., County Clerk of Fairfax County, Virginia, and Ex-Officio Clerk of the Circuit Court of said County, the same being a Court of Probate and of Record, and having a seal, do hereby certify that it appears of record in my office pursuant to law that CHARLOTTE T. CORNER was duly appointed, ADMINISTRATRIX on all and singular the ESTATE OF THEODORE M. CORNER, who was late of said County, and who, as it is said, died INTESTATE on the 16th day of June, 1936, and that she duly qualified as such and took the oath prescribed by law and entered into and acknowledged a BOND in the penalty of Four Thousand Dollars, with justified and approved surety.

I further certify that said Executrix filed her final accounting and said account has been approved by the Court.

IN TESTIMONY WHEREOF I have hereunto set my hand, and affixed the seal of said Court hereto, at Fairfax, Virginia, this 15th day of June, 1949.

THOMAS P. CHAPMAN, JR., CLERK,

By: Frank D Swart,
Deputy Clerk.

Examined Exhibit #7

EXHIBIT NO. 8

LIBER 74 PAGE 243

October 14, 1931

LAST AND ONLY WILL OF THOMAS J. CORNER

I, Thomas J. Corner do request that at my death, all my belongings be left to my wife Alva W. Corner.

Any money in Banks, any per onal property or any Insurance is to be left to my wife Alva W. Corner as long as she lives.

And at her death all prpoerty or money is to go to our children.

Irene W. Corner and Prudence M. Corner.

I appoint my wife Alva W. Corner Executrix of my will

(SEAL) Thomas J. Corner

Witnesses John C. Keppler

James W. Thurston

ANNE ARUNDEL COUNTY, SS:

On the 5th day of March, 1940 came Alva W. Corner and made Oath in due form of law, that she does not know of any Will or Codicil of Thomas J. Corner late of said County, deceased other than the above instrument of writing, and that she found the same among the private papers of the deceased. "All parties notified." Testator departed this life on the 29th day of February, 1940.

Sworn to in open Court

R. Glenn Prout Register of Wills for Anne Arundel County.

By Clemence C. Burwell Clerk.

ANNE ARUNDEL COUNTY, SS.

On this 5th day of March A.D. 1940, personally appeared Alexander Proskey who on oath says that he is well acquainted with John C. Keppler and that affiant knows his handwriting, having ofte n seen him write; that after examining the signature of John C. Kempler on the paper writing purporting to be the last Will and Testament of Thomas J. Corner deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said John C. Keppler and it is well known to affiants that said John C. Keppler is out of the State and cannot be reached.

Alex. S. Proskey

Sworn to and subscribed before me on the day and year aforesaid.

By Clemence C. Burwell Clerk. R. Glenn Prout Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY, SS.

On this 5th day of March A.D. 1940, personally appeared Edward W. Larrimore who on oath says that he is well acquainted with James W. Thurston and that affiant knows his handwriting, having often seen him write; that after examining the signature of James W. Thurston on the paper writing purporting to be the last Will and Testament of Thomas J. Corner deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said James Thurston and it is well known to affiants that said James W. Thurston is out of the State and cannot be reached.

Edward W. Larrimore

Sworn to and subscribed before me on the day and year aforesaid.

R. Glenn Prout Register of Wills
for Anne Arundel County
By Clemence C. Burwell Clerk.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of Thomas J. Corner, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 5th day of March, 1940, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Thomas J. Corner, deceased.

Owain E. Owens

Judges

William B. Elliott.

LIBER 74 PAGE 245

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

Thomas J. Corner *late of said County deceased* together with proof and probate *taken from* the original being one of the records, recorded in L.S.H. 1 folio 208 filed and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th *day of* July *in the year of our Lord, nineteen hundred and forty-nine*

R. Glenn Prout

Register of Wills for Anne Arundel County

EXHIBIT NO. 9

LIBER 74 PAGE 246

I, Alva W. Corner, of Anne Arundel County, State of Maryland, do make and declare this to be my last Will and Testament.

After the payment of my just debts and funeral expenses, I give, bequeath and devise my estate as follows:

First: The real estate, or proceeds received from the sale of it, if sold, which I received from my late husband, Thomas J. Corner, by his will, I wish divided equally between my two daughters, Irene Corner Harbaugh, and Prudence Mezick Corner.

Secondly: All money in my possession at the time of my death, I leave to my daughter, Prudence Mezick Corner.

Third: But if I shall receive any real estate or money from my uncle, the Rev. Frank Mezick, through his will, this I wish to be divided equally between my said daughters, Irene Corner Harbauggh and Prudence Mezick Corner.

Fourth: I hereby constitute and appoint Frank Mezick Corner, my brother-in-law, as executor of this my last Will and Testament, and direct that he be not required to furnish bond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30th day of April, 1940.

Alva W. Corner (SEAL)

Signed, Sealed, Published and declared by the above named Testator as and for her Last Will and Testament in the presence of us, who, at her request, in her presence and in the presence of each other have hereunto subscribed our names as withesses.

George W. R. Griscom

Hilda M. Griscom

ANNE ARUNDEL COUNTY, SS:

On the 30th day of June, 1948, came Frank Mezick Corner and made Oath in due form of law, that he does not know of any Will or Codicil of Alva W. Corner late of said County, deceased, other than the above instrument of writing, and that he found the same among the deceased's personal effects. All parties notified. Testatrix died on the 25th day of June, 1948.

Sworn to before the subscriber,

Clemence C. Burwell Deputy
Register of Wills for Anne Arundel Co.,

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ANNE ARUNDEL COUNTY, SS:

On the 30th day of June, 1948 came George W. R. Griscom and Hilda M. Griscom subscribing witnesses to the aforegoing last Will and Testament of Alva W. Corner late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the subscriber,

Clemence C. Burwell Deputy
Register of Wills for Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of Alva W. Corner, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 1st day of July, 1948, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Alva W. Corner, deceased.

Owain E. Owens
Judges Charles G. Hill
Oscar E. Hartge'

LIBER 74 PAGE 248

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

Alva W. Corner *late of said County deceased* together with proof and probate thereof *taken from* the original being one of the Records filed, recorded in Liber R.G.P. No. 3 Folio 203 and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th *day of* July *in the year of our Lord, nineteen hundred and forty-nine.*

R. Glenn Prout

Register of Wills for Anne Arundel County

MARGARET RIDOUT, individually and as Executrix of the estates of CARRIE CORNER RIDOUT and CHARLES D. RIDOUT, deceased, et al.	*	NO. 9754 EQUITY
Vs.	*	IN
FRANK M. CORNER, individually and as Executor of the estates of FRANK MEZICK, THEODORE S. CORNER, and ALVA W. CORNER, deceased, et al.	*	THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

ANSWER TO BILL OF COMPLAINT

Filed Aug. 1st 1949

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondents, Irene C. Harbaugh and Prudence M. Quass, answering the Bill of Complaint filed aganist them in this case, say:

That they admit the allegations contained in the said Bill of Complaint, consent to the relief prayed, and further say that they believe that the books of the late Frank Mezick correctly disclose the assets belonging to the estate of Lillie C. Mezick.

And, as in duty bound, etc.

Irene C. Harbaugh
IRENE C. HARBAUGH

Prudence M. Quass
PRUDENCE M. QUASS

Marion L. Anderson
Solicitor for Defendants

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MARGARET RIDOUT, individually and as Executrix of the estates of CARRIE CORNER RIDOUT and CHARLES D. RIDOUT, deceased, et al.	*	NO. 9754 EQUITY
	*	IN
Vs.	*	THE CIRCUIT COURT
FRANK M. CORNER, individually and as Executor of the estates of FRANK MEZICK, THEODORE S. CORNER, and ALVA W. CORNER, deceased, et al.	*	FOR ANNE ARUNDEL COUNTY

* * * * * * * * * *

Filed Aug. 1 1949

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondents, Eleanor Ridout Norris and Elise Ridout, answering the Bill of Complaint filed aganist them in this case, say:

That they admit the allegations contained in the said Bill of Complaint, consent to the relief prayed, and further say that they believe that the books of the late Frank Mezick correctly disclose the assets belonging to the estate of Lillie C. Mezick.

And, as in duty bound, etc.

Eleanor Ridout Norris
ELEANOR RIDOUT NORRIS

Elise Ridout
ELISE RIDOUT

Merwyn L. Anderson
Solicitor for Defendants

MARGARET RIDOUT, individually and as Executrix of the estates of CARRIE CORNER RIDOUT and CHARLES D. RIDOUT, deceased, et al.	*	NO. 9754 EQUITY
Vs.	*	IN
FRANK M. CORNER, individually and as Executor of the estates of FRANK MEZICK, THEODORE S. CORNER, and ALVA W. CORNER, deceased, et al.	*	THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * * *

ANSWER TO BILL OF COMPLAINT

Filed Aug 1" 1949

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondents, Charlotte T. Corner, individually and as Administratrix of the estate of Theodore M. Corner, deceased; Thomas E. Corner; Mezick A. Corner; Frank M. Corner; and Theodore H. M. Corner, answering the Bill of Complaint filed aganist them in this case, say:

That they admit the allegations contained in the said Bill of Complaint, consent to the relief prayed, and further say that they believe that the books of the late Frank Mezick correctly disclose the assets belonging to the estate of Lillie C. Mezick.

And, as in duty bound, etc.

Solicitor for Defendants

Charlotte T. Corner
CHARLOTTE T. CORNER,
Individually and as Administratrix of the estate of THEODORE M. CORNER, deceased

Frank M. Corner
FRANK M. CORNER

Thomas E. Corner
THOMAS E. CORNER

Theodore H M Corner
THEODORE H. M. CORNER

Mezick A. Corner
MEZICK A. CORNER

NOTARY PUBLIC COUNTY OF ELDORADO

Notary.
Esther C Myers.
Commission expires June 1951
July 26-1949

LIBER 74 PAGE 252

The State of Maryland

To William H. Riley

AND

Jos. H. Griscom Sr.

} Greeting:

THIS IS TO AUTHORIZE YOU JOINTLY to appraise the Goods, Chattels and Personal Estate of Frank Mezick late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said goods, chattels and personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

WITNESS Owain E. Owens

Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this

(SEAL) 24th day of June

in the year of our Lord one thousand nine hundred and forty-nine

TEST: /s/ R Glenn Prout,

Register of Wills for Anne Arundel County.

Filed Aug. 26 1949

WE, William H. Riley and Jos. H. Griscom Sr.

do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of Frank Mezick, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

/s/ William H. Riley

/s/ Joseph H. Griscom Sr.

} Appraisers.

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said William H. Riley and Jos. H. Griscom Sr., before the undersigned, [illegible] of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 29 day of June in the year of our Lord one thousand nine hundred and forty-nine.

/s/ R Glenn Prout,

[illegible] *for Anne Arundel County.*

Register of Wills

A TRUE AND PERFECT INVENTORY of all and singular, the goods, chattels and personal estate of Frank Mezick, late of Anne Arundel County, deceased, appraised by us, the subscribers, William H. Riley and Jos. H. Griscom Sr. jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

Inventory Frank Mezick - Personal + Real

Exhibit "A"

Examiner's Exhibit "A"

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PERSONAL

ESTATE OF FRANK MEZICK

BONDS

4/1/1943	1 War savings Bond	D 4550724 E Series E	$500.00	Present Value $ 420.
6/43	1 War savings Bond	C 41336524 E Series E	100.00	83.
6/43	1 War Savings Bond	C 41336523 E Series E	100.00	83.
2/44	1 " " "	M 65357-8 E Series E	1,000.00	820.
2/43	1 " " "	C 27540729 E Series E.	100.00	84.
10/42	1 " " "	C 21067901 E Series E.	100.00	86.
12/1944	1 " " "	M 8573825 E Series E	1,000.00	820.
	1 " " "	D 8036547 E Series E	500.00	405.
	1 " " "	M 1356765 E Series E	1,000.00	880.
	1 " " "	M 5399061 E Series E	1,000.00	860.
5/45	1 " " "	M 10027426 E Series E	1,000.00	800.
			6,400.00	$5341.00

STOCK

11 shares F. N. Bank - Cert. 1502 5/3/45 in name of Francis Mezick	$ 467.50
5 shares F. N. Bank - Cert. 345 5/24/89 Francis Mezick	212.50
36 shares F. N. B. - Cert. 281 5/30/1874 Francis Mezick	1530.00
10 shares F.N.B. - Cert. 329 7/21/1888 Francis Mezick	425.00
5 shares F.N.B. - Cert. 228 1/21/1884 Francis Mezick	212.50
6 shares Co. Trust Co. - Cert. 8878 8/21/33 Frank Mezick	111.00
1 share Co. Trust Co. - Cert. 12032 2/4/35 Frank Mezick	18.50
1 share Nelson Co. Fair Asso. - Cert. [illegible] Frank Mezick 10/7/22	unable to secure value-no reply to letter
7 shares Appalachin Electric Power Co. AP 2414 4½% Cumulative Preferred stock - Frank Mezick 3/28/41	749.

15 shares Southern States Cooperative Certificate #4483 standing in the name of Frank Mezick	$1500.	
600 shares Preferred stock Arrington Cold Storage Cooperative Inc. Certificate #55- standing in the name of Rev. Frank Mezick @$1.00	600.	
	Total $5826.00	

MORTGAGES

1/5 Interest @ DiMaggio Mortgage (Bal. $300.00)	60.00	
8/21 " Lorens mortgage ($2100.00)	800.00	
1/2 Interest- Muckett(Neudecker) $2107.81)	1053.95	
		$1913.95

LIFE INSURANCE

8/1/1938- Policy No. 5409612- Mutual Life Insurance Co. of New York, Frank Mezick-payable to Estate	$1,000.00	
8/1/1901 -Policy No. 1165378- Mutual Life Insurance Co. of New York, Frank Mezick-payable to Estate	2,000.00	3,000.00

CASH ON DEPOSIT IN BANKS

Lynchberg Federal Savings & Loan Asso. Book No. S155 Rev. Frank Mezick	3,740.37	
County Trust Company of Maryland Acct. #604 Savings Account	622.51	
County Trust Company -Checking Acct. Frank Mezick-balance at date of death	6298.65	
		10,661.53

Grand Total $26,742.48

WE, THE SUBSCRIBERS, DO CERTIFY that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said Frank Mezick, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

IN TESTIMONY OF ALL OF WHICH, we hereunto subscribe our names and affix our seals this 5th day of August, 19 49.

/s/ William H. Riley [SEAL]

/s/ Joseph H. Griscom Sr. [SEAL]

Appraisers.

Amount of appraisement as above,
Cash in the house at time of deceased's death, } see list above.
Cash in bank at time of deceased's death,

Whole amount of Inventory, $26,742.48

TEST:

s/ Frank M. Corner,
Executor of the Estate of Frank Mezick

ANNE ARUNDEL COUNTY, ss:

On the 9th day of August, 1949 came Frank M. Corner, Executor of the Estate of Frank Mezick, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to his hands, knowledge or possession at the time of making thereof that what has since, or shall hereafter come to him hands, knowledge, or possession, he will return in an additional Inventory, that he knows of no concealment, nor suspect any to be, and if he should hereafter discover any concealment, or suspect any to be; he will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Sworn to before the subscriber,

TEST: s. Myrtle Sturm,
Notary Public for Anne Arundel County.

(Notary Public seal)

LIBER 74 PAGE 256

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 Inventory of personal estate of Frank Mezick *late of said County deceased taken from* the original, 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 23rd *day of* August *in the year of our Lord, nineteen hundred and forty* -nine.

R. Glenn Prout

Register of Wills for Anne Arundel County

THE STATE OF MARYLAND,

To William H. Riley
and
Jos. H. Griscom Sr. } GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Frank Mezick, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Ourain E. Owens ESQUIRE,
Chief Justice of the Orphans' Court for Anne Arundel County, this 24th day of June in the year of our Lord one thousand nine hundred and forty-nine

(SEAL)

TEST /s/ R Glenn Prout
Register of Wills for Anne Arundel County.

We William H. Riley and Jos. H. Griscom Sr. do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Frank Mezick late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

/s/ William H. Riley
/s/ Joseph H. Griscom Sr. } *Appraisers.*

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said William H. Riley and Jos. H. Griscom Sr. before the undersigned, ~~[illegible]~~ of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 29th day of June in the year of our Lord one thousand, nine hundred and forty-nine.

/s/ R Glenn Prout
~~[illegible]~~ *for Anne Arundel County.*
Register of Wills

A True and Perfect Inventory of all and singular the Real Estate of Frank Mezick late of Anne Arundel County, deceased, appraised by the subscriber S William H. Riley and Jos. H. Griscom Sr. jointly, we having been first legally authorized, and having taken the oath preseribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

REAL ESTATE *

Estate of Frank Mezick

1- lot and dwelling #16 Cathedral Street, Annapolis, Md.	$1800.
1- lot and dwelling #18 Cathedral Street, Annapolis, Md.	$2500.
1- lot and dwelling #20 Cathedral Street, Annapolis, Md.	$2000.
1- lot and dwelling #102 Charles Street, Annapolis, Md.	$2000.
1- lot and dwelling #104 Charles Street, Annapolis, Md.	$2000.
1- lot and dwelling #106 Charles Street, Annapolis, Md.	$2000.
1- lot and dwelling #108 Charles Street, Annapolis, Md.	$2500.

For title references to above property see- the following

Deed from James M. Munroe, Attorney to Frank Mezick dated September 10, 1897, recorded in Liber G.W.No. 7 folio 210

Deed from Mary M. Brady, single and Ellen May Brady, single, to Frank Mezick, dated May 23, 1902 and recorded in Liber G.W.No. 26 folio 125.

Deed from Mary M. Gross & husband and Ellen May Brady, single, to Frank Mezick, dated January 30, 1905 and recorded in Liber G.W.No. 38 folio 392

1/2 Undivided interest in 25 acres- Shore Acres- Third Election District, Anne Arundel County.
See - Deed dated January 23, 1934, recorded W.M.B.No. 123 folio 417 from Ridgely P. Mevlin, Assignee et al to Frank Mezick. $500

Also- deed dated January 23, 1934, recorded in Liber W.M.B.No. 123 folio 418, from Ridgely P. Melvin Assignee, et al to Rev. Frank Mezick.

Total $15,300.

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Frank Mezick deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 5th day of August in the year of our Lord one thousand nine hundred and 49

/s/ William H. Riley [Seal.]

/s/ Joseph H. Griscom Sr. [Seal.]

Appraisers.

Amount of Inventory as above - - - - - $ 15,300.00

s/ Frank M. Corner
Executor of the Estate of Frank Mezick

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 9th day of August, ~~19x9x~~ in the year of our Lord one thousand, nine hundred and forty nine personally appeared Frank M. Corner, Executor of the Estate of xx Frank Mezick late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Frank Mezick deceased, within the State of Maryland, that has come to ----h~~is~~ knowledge, and that should ----he---- hereafter discover any other Real Estate belonging to the said deceased in said State ----he---- will return an additional Inventory thereof.

Sworn to before the Subscriber,

s. Myrtle Sturm
Notary Public

~~Register of Wills~~ for Anne Arundel County.

(Notary Public seal)

LIBER 74 PAGE 260

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 Inventory of real estate of Frank Mezick *late of said County deceased taken from* the original, which is 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 23rd *day of* August *in the year of our Lord, nineteen hundred and forty* -nine.

R Glenn Prout

Register of Wills for Anne Arundel County

The State of Maryland

To William H. Riley

AND

Jos. H. Griscom Sr. } Greeting:

Filed Aug. 26, 1949

THIS IS TO AUTHORIZE YOU JOINTLY to appraise the Goods, Chattels and Personal Estate of Lily C. Mezick late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said goods, chattels and personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

WITNESS Duvain E. Owens

Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this

(SEAL) 29th day of June

in the year of our Lord one thousand nine hundred and forty-nine

TEST: /s/ R Glenn Prout,

Register of Wills for Anne Arundel County.

WE, William H. Riley and Jos. H. Grsicom Sr.

do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of Lily C. Mezick, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

/s/ William H. Riley

/s/ Joseph H. Grsicom Sr. } Appraisers.

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said William H. Riley and Jos. H. Griscom Sr, before the undersigned, [redacted] of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 29 day of June in the year of our Lord one thousand nine hundred and forty-nine.

/s/ R Glenn Prout,

[redacted] *for Anne Arundel County.*

Register of Wills

A TRUE AND PERFECT INVENTORY of all and singular, the goods, chattels and personal estate of Lily C. Mezick, late of Anne Arundel County, deceased, appraised by us, the subscribers, William H. Riley and Jos. H. Griscom jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

Inventory Lily C. Mezick - Personal - Real

Exhibit "B"

Examiners Exhibit "B"

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Personal ESTATE OF LILLIE C. MEZICK

BONDS

			Present Value
11/45	1 War savings Bond M 11030216 E. Series E.	$1,000.00	$ 790.00

Standing in the name of Frank Mezick, but carried under Lillie C. Mezick on the books.

STOCK

1 share Farmers Natl. Bank - Cert. 1503 5/3/45 Name of Estate Lillie C. Mezick	42.50
7 shares F.N.B. Cert. 746 a/10/1908 Lillie C. Mezick	297.50
4 shares Appalachin/Power Co. Accumulative Preferred stock	428.00

Electric

Standing in the name of Frank Mezick, but carried under Lillie C. Mezick on books.

NOTES

S. R. Whitehead Jr. Note	$1,000.00	none out of date

MORTGAGES - standing in the name of Frank Mezick, but carried under Lillie C. Mezick on books.

Beard, Benj. Gott	$900.00	900.00
Bauscaren, Louis G.	1,209.23	1,209.23
Cook, Jas. W.	1,500.00	1,500.00
4/5 Interest - DiMaggio ($300.00)	240.00	240.00
Geyer, Geo.	1,862.75	1,862.75
13/21 Interest - Larens, James (Darden) ($2100.)	1,300.00	1,300.00
Edwin Rolker Bal	700.00	700.00
1/2 Interest (Luckett) Neudecker (2107.81)	1,053.95	1,053.95
Raymond R. Stevens	1,823.46	1,823.46
Baker, Wm. E.	1,903.36	1,903.36
Bloor, Ralph L.	7,365.56	7,365.56
Thompson, Edw.	2,000.00	2,000.00
Floel, Fillard	1,416.11	1,416.11
Ward, W.	1,000.00	1,000.00
Turner, Carl E.	633.27	633.27
Scalzetti, F.	3,566.07	3,566.07
Moreland, R.	3,629.94	3,629.94
		$32,103.70

WE, THE SUBSCRIBERS, DO CERTIFY that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said Lily C. Mezick, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

IN TESTIMONY OF ALL OF WHICH, we hereunto subscribe our names and affix our seals this 5th day of August, 19 49

/s/ William H. Riley [SEAL]

/s/ Joseph H. Grsicom Sr. [SEAL]

Appraisers.

Amount of appraisement as above,

Cash in the house at time of deceased's death,

Cash in bank at time of deceased's death,

Whole amount of Inventory, $32,103.70

TEST:

s/ Frank M. Corner

ANNE ARUNDEL COUNTY, ss:

On the 9th day of August, 1949 came Frank M. Corner Executor of the Estate of ~~Lily C. Mezick~~ Frank Mezick, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to h...is hands, knowledge or possession at the time of making thereof that what has since, or shall hereafter come to h...is hands, knowledge, or possession, ..he..... will return in an additional Inventory, that ..he..... knows of no concealment, nor suspect any to be, and if ....he..... should hereafter discover any concealment, or suspect any to be; ....he..... will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Lillie C. Mezick

Sworn to before the subscriber,

(Notary Public Seal) TEST: s. Myrtle Sturm

Notary Public ~~for Anne Arundel County~~ for Anne Arundel County.

LIBER 74 PAGE 264

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 Inventory of personal estate of Lily C. Mezick ~~of Anne Arundel County~~ *deceased taken from* the original which is 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 23rd *day of* August *in the year of our Lord, nineteen hundred and forty* -nine.

R Glenn Prout

Register of Wills for Anne Arundel County

LIBER 74 PAGE 265

THE STATE OF MARYLAND,

To William H. Riley
and
Jos. H. Griscom Sr.
GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Lily C. Mezick, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Oscar E. Owens ESQUIRE, Chief Justice of the Orphans' Court for Anne Arundel County, this 24th day of June in the year of our Lord one thousand nine hundred and forty-nine.

(SEAL)

TEST /s/ R Glenn Prout
Register of Wills for Anne Arundel County.

We William H. Riley and Jos. H. Griscom Sr. do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Lily C. Mezick late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

/s/ William H. Riley
/s/ Joseph H. Griscom Sr.
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said William H. Riley and Jos. H. Grsicom Sr. before the undersigned, [illegible] of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 29th day of June in the year of our Lord one thousand, nine hundred and forty-nine.

/s/ R Glenn Prout
Register of Wills [illegible] *for Anne Arundel County.*

A True and Perfect Inventory of all and singular the Real Estate of Lily C. Mezick late of Anne Arundel County, deceased, appraised by the subscriber William H. Riley and Jos. H. Griscom Sr. jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

ESTATE OF LILLIE C. MEZICK

Real Estate

403 Chesapeake Avenue, Eastport, Md. — Present Value $ 7000.00

(Deed to this property in name of Frank Mezick)

See- J.H.H.No. 159 folio 94- Rdigely P. Melvin, Assignee to Rev. Frank Mezick, December 31, 1936.

25 Acres Shore Acres 3rd District, Anne Arundel County. 500.00

1/2 Interest - Lillie C. Mezick - W.M.B.No. 123 folio 418 R.P.Melvin, Assignee et all to Rev. Frank Mezick- January 23, 1934; see also

(Deed to this property in name of Frank Mezick)

Deed WM.B.No. 123 folio 417- R.P. Melvin Assignee et al to Frank Mezick

1/3 Interest in the following Ground Rents:

Ground rent of $150.00 issuing out of property on Eastern Avenue: Payable semi-annually January 1 & July 1: $ 833.00

BEGINNING for the same on the north side of Eastern Avenue (formerly called Wilk Street) at the distance of 74 feet 4 inches westerly from the northwest corner or intersection of Eastern Avenue and Spring Street, and running thence westerly binding on Eastern Avenue about 17 feet to the lot of ground belonging to the Home Mission Chapel, thence northerly bounding on that lot and on the adjoining lot 215 feet to a point distant 85 feet southerly from the south side of Bank Street, thence easterly parallel with Bank Street 91 feet 3 inches to the west side of Spring Street, thence southerly binding on said street about 34 feet to the outline of Littig's grount, and thence southwesterly on said Littig's outline to the place of beginning.

BEING the same lot of ground described in a Lease from Frederick Littig Shaffer and Catherine A.L. Shaffer, his wife, to Thomas Lovegrove, dated November 10th, 1853, and recorded among the Land Records of Baltimore City in Liber E.D. No. 47, folio 201.

Four ground rents of $42.00 each, issuing out of premises now known as Nos. 1821, 1823, 1825 and 1827 East Fairmount Avenue: Payable semi-annually on May 1 and November 1: $ 933.00

BEGINNING for the same on the south side of Fairmount Avenue (formerly Hampstead Hill Street) at the respective distances of 57 feet, 43 feet, 29 feet and 15 feet west of the intersection formed by the south side of Fairmount Avenue and the west side of Wolfe Street, each of said points of beginning being in the center lines of partition walls there situate; and each running westerly from its point of beginning 14 feet to the center of another partition wall with a depth of even width of 100 feet, more or less.

BEING the same lots of ground described in the following four Leases, all thereof from Frederick Littig Shaffer and wife, the first to Joseph Glenn, dated March 20th, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 415, folio 73. The second thereof to Frances Ann Bailey dated January 5th, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 405, folio 269. The third thereof to Workingman's Mutual Co-Operative Association dated February 17th, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 41[illegible], folio 472. The fourth thereof to Charles R. Steeger, dated February 4th, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 409, folio 175.

$45.00 ground rent issuing out of premises now known as No. 1829 East Fairmount Avenue: payable semi-annually on May 1 and November 1: $ 250.00

BEGINNING for the same at the corner formed by the intersection of the south side of Fairmount Avenue (formerly Hampstead Hill Street) and the west side of Wolfe Street, and running thence westerly binding on Fairmount Avenue 15 feet to the center of the partition wall between the house erected on the ground now being described and that thereto adjoining and west thereof, thence southerly passing through the center of said partition wall and continuing the same course parallel with Wolfe Street in all 100 feet or thereabouts to a brick house there situate; thence easterly parallel with Fairmount Avenue 15 feet to Wolfe Street, and thence northerly binding on Wolfe Street 100 feet to the place of beginning.

BEING the same lot of ground described in a Lease from Frederick Littig Shaffer et al. to Frederick William Bauer, dated January 22, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 407, folio 278.

Three annual rents of $22.16 2/3 each, issuing and payable out of premises known as Nos. 5, 7 and 11 North Durham Street; payable semi-annually on May 1st and November 1st: $369. 33

BEGINNING for the same on the east side of Durham Street at the respective distances of 110 feet, 121 feet 1 inch and 143 feet 3 inches north from the corner formed by the intersection of the east side of Durham Street and the north side of Baltimore Street, each extending northerly for a distance of 11 feet 1 inch to the center of partition walls there situate, and each extending easterly for a depth of even width of 59 feet to the center of a 10 foot alley.

BEING the same parcels of ground described in the three following leases all from Frederick Littig Shaffer and wife, the first thereof being dated June 16, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 426, folio 242, to Frederick Kohne. The second thereof dated April 30th, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 420, folio 365, to Charles Niedergesass. And the third thereof being dated July 29th, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 431, folio 322, to Jacob France and wife.

The 1/3 interest in the above irredeemable ground rents vested in the said Lillie C. Mezick by last will and testament of Rachel L. Corner, dated January 8, 1901, and probated in the Orphans Court for Anne Arundel County and recorded among the Testamentary Records in Liber R.I.D.No. 1 folio 15.

1/3 Interest $ [illegible]

Total value of the 1/3 interest of Lillie C. Mezick in the above ground rents **$2385.33**

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Lily C. Mezick deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 5th day of August in the year of our Lord one thousand nine hundred and 49

/s/ William H. Riley [Seal.]

/s/ Joseph H. Griscom Sr. [Seal.]

Appraisers.

Amount of Inventory as above $9885.33 - $

$9885.33

Frank M. Corner

Executor Frank Mezick Estate

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 16th day of August in the year of our Lord one thousand, nine hundred and forty nine personally appeared Frank M. Corner, Executor of Frank Mezick Estate late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Lillie C. Mezick deceased, within the State of Maryland, that has come to his knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased in said State he will return an additional Inventory thereof.

Sworn to before the Subscriber,

Myrtle Stuem

(NOTARY SEAL) Notary Public for Anne Arundel County.

STATE OF MARYLAND

Anne Arundel County

LIBER 74 PAGE 269

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 Inventory of real estate of Lily C. Mezick ~~late of Anne Arundel County~~ *deceased taken from* the original, which is 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 23rd *day of* ~~August~~ *in the year of our Lord, nineteen hundred and forty* ~~nine~~.

R Glenn Prout

Register of Wills for Anne Arundel County

MARGARET RIDOUT, Individually and as Executrix of the Estates of Carrie Corner Ridout and Charles D. Ridout, deceased, et al	:	No. 9754 Equity
	:	IN
	:	THE CIRCUIT COURT
vs.	:	
	:	FOR
FRANK M. CORNER, Individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner, and Alva W. Corner, deceased, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : : : : :

ANSWER TO BILL OF COMPLAINT

Answer of Frank M. Corner, individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner.

To the Honorable, the Judges of said Court:

The answer of Frank M. Corner, individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner to the Bill of Complaint of Margaret Ridout et al. against him and others in this Court exhibited.

This defendant answering says:

1. That he admits all the matters and things stated in said bill of complaint and he files herewith a true copy of the Inventory and Appraisals filed in the Orphans Court for Anne Arundel County of the real estate and personal property in the Estates of Frank Mezick and Lilly C. Mezick marked Exhibit "A" and "B" which are prayed to be taken as a part hereof.

That the following property standing in the name of Frank Mezick was carried on his books under the name of Lillian C. Mezick:

1. War Savings Bond M11030216 E	$790.00
2.-4 shares Appalachin Electric Power Co. Accumulative Preferred Stock	428.00
3- S.R.Whitehead, Jr. Note for $1,000.00 out of date- no value	
4- Mortgage from Benjamon Gott Bead,	900.00
" " Louis G. Bouscaren	1209.23
" " Jas. W. Cook	1500.00
" " 4/5 Int. DiMaggio ($300.)	240.00

Filed Aug. 26: 1949.

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4- Cont'd.

Mortgage from George Geyer	1862.75
" " James Lorens-Darden 13/21 Interest	1300.00
Edwin Rolker Mortgage	700.00
Mortge from Luckett (Neudecker) 1/2 Interest ($2107.81)	1053.95
Mortgage from Raymond R. Stevens	1823.46
Mortgage from Wm. E. Baker	1903.36
Mortgage from Ralph L. Bloor	7365.56
Mortgage from Edw. Thompson	2000.00
Mortgage from Willard Floel	1416.11
Mortgage from W. Ward	1000.00
Mortgage from Carl E. Turner	633.27
Mortgage from F. Scalzetti	3566.07
Mortgage from R. Moreland	3629.94
5- 403 Chesapeake Avenue	7000.00
6- 1/2 Interest in 25 acres at Shore Acres A.A.Co.,	500.00

2. That the said Frank Mezick was in his lifetime also known as Francis Mezick and Rev. Frank Mezick.

3. That he believes the books of the late Frank Mezick correctly discloses the assets belonging to the estate of Lillie C. Mezick, and as to the relief prayed, this defendant consents and desires that this Court may pass such decree as to it may seem proper and just in the premises, and pray that he may be hence dismissed with cost.

And as in duty bound etc.,

Frank M. Corner

Frank M. Corner, Individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner

Solicitor for Defendant

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased et al	:	No. 9754 Equity
	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
FRANK M. CORNER, Individually and as Executor of the Estate of Frank Mezick Theodore S. Corner and Alva W. Corner, deceased et al.	:	ANNE ARUNDEL COUNTY

Filed Aug. 26, 1949.

PETITION AND ORDER FOR GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Margaret Ridout, one of the Plaintiffs in this cause, respectfully shows:

That the said infants have been duly summoned, but being infants cannot answer and defend this suit for themselves.

Your Petitioner, therefore, prays your Honors to appoint a Guardian ad Litem to appear and answer for said infant defendants.

C. Osborne Maxwell
Solicitor for Petitioner

ORDERED this 26th day of August, 1949, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that Myrtle Stumm, be, and she is hereby appointed Guardian at Litem to appear and answer for Charlotte L. Corner, infant defendant in the above cause.

Benjamin Michaelson
Judge.

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased et al	:	No. 9754 Equity
	:	IN
vs.	:	THE CIRCUIT COURT
FRANK M. CORNER, Individually and as Executor of the Estate of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al.	:	FOR ANNE A RUNDEL COUNTY

Filed Jan. 10th 1950

ANSWER OF GUARDIAN AD LITEM

The Answer of Charlotte L. Corner, by Myrtle Sturm, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Margaret Ridout, et al, against her in this Court exhibited.

The defendant being an infant can neither admit nor deny any of the matters or things in said Bill alleged and submits her rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Myrtle Sturm
Guardian Ad Litem

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased et al	:	No. 9754 Equity
	:	IN
	:	THE CIRCUIT COURT
vs.	:	
	:	FOR
FRANK M. CORNER, Individually and as Executor of the Estate of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al	:	ANNE ARUNDEL COUNTY

Filed Jany. 10th 1950.

PETITION AND ORDER OF COURT
FOR SPECIAL STENOGRAPHER.

The petition of Frank M. Corner, Individually and as Executor of the Estate of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, respectfully states:

That he desires to take testimony in this case and requests the Court to appoint a Special Stenographer for the purpose of so doing.

Marvin I. Anderson
Marvin I. Anderson, Solicitor for Defendant.

ORDER OF COURT

Ordered this 10th day of January, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, that Myrtle Sturm, a stenographer in the office of Marvin I. Anderson, Solicitor, be and she is hereby appointed special stenographer for the purpose of taking and transcribing testimony in the above case.

Benjamin Michaelson
Judge

Filed Jany. 10" 1950

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased,et al.	:	No. 9754 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	
FRANK M. CORNER, Individually and as Executor of the Estate of Frank Mezick, Theodore M. Corner and Alva W. Corner, deceased	:	FOR
	:	ANNE ARUNDEL COUNTY

TESTIMONY

January 18, 1950.

Present:

C. Osborne Duvall, Solicitor for Plaintiffs

Marvin I. Anderson, Solicitor for Defendant

John S. Strahorn, Examiner $8.00

Myrtle Sturm, Special Stenographer

Witnesses:

Marvin I. Anderson- 1-2

Frank M. Corner - 3-4

Margaret Ridout- 5-6

Filed Jany. 24th 1950

Mr Clerk
Please file
Jno. S. Strahorn
Examiner

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Marvin I. Anderson, a witness of lawful age, being duly sworn deposes and says:

1. Q. State your name, address and occupation?

A. Marvin I. Anderson, 20 West Street, Annapolis, Maryland, attorney at law.

2 Q. Have you examined the records of the Orphans Court of Baltimore City for the purpose of determining whether Charlotte T. Corner filed an election to take her dower in the Estate of Theodore M. Corner?

A. Yes, On January 12, 1950, I examined the records both under the names of Charlotte T. Corner and Theodore M. Cormer in the Orphans Court of Baltimore City and failed to find an election, provided by Articles 46 Section 4 of the Code, filed in said Court.

3. Q. Have you examined the Land Records of Anne Arundel County in reference to the property listed in the Inventory of real estate in the Estate of Lillie C. Mezick, designated as 403 Chesapeake Avenue, Eastport, and if so what did you find?

A. I find that a mortgage was given by George B. Snyder and wife to Lillie C. Mezick dated July 3, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 15 folio 61, covering this property. I find further the late Ridgely P. Melvin as Assignee foreclosed the mortgage and gave a deed for said property to Rev. Frank Mezick dated December 31, 1936, recorded in Liber J.H.H.No. 159 folio 94.

4. Q. Have your examined the records in reference to the property listed in the Inventory of real estate of Lillie C. Mezick and also in the real estate inventory of Frank Mezick filed in these proceedings in reference to 25 acres at Shore Acres in the Third Election District of Anne Arundel County.

A. Yes, I found that Frank E. Frantum gave a mortgage to Louis Roth on April 7, 1928, recorded in Liber F.S.R.No. 35 folio 172, and that this mortgage by mesne assignments was assigned

to Frank Mezick and thereafter the mortgage was assigned to Ridgely P. Melvin as Assignee for the purpose of foreclosure and on January 23, 1934 the property was deeded by the said Ridgely P. Melvin et al to Rev. Frank Mezick, said deed recorded in W.M.B. No. 123 folio 417 and for 15 acres of land. Likewise Elizabeth J. Williams gave a mortgage to Louis Roth dated March 5, 1928, recorded in Liber F.S.R.No. 35 folio 169, and by mesne assignments was assigned to Frank Mezick. Thereafter Ridgely P. Melvin, as Assignee et al. gave a deed to Rev. Frank Mezick , dated January 23, 1934, recorded in Liber W.M.B.No. 123 folio 418, this tract is said to contain 10 acres. Both of these tracts are unimproved and is the property mentioned as being owned, according to the books of Reverend Mezick, 1/2 by him and one half by the Estate of Lillie C. Mezick.

I now offer in evidence Exhibits Numbers, 1, 2, 3, 4, 5, 6, 7, 8, and 9 filed with Bill and Exhibits "A" and "B" filed with answer and the books kept by the late Reverend Mezick marked Examiner's exhibits 10 and 11.

To the General Question under the rule the witness answers: No.

Marvin I. Anderson

Frank M. Corner, a witness of lawful age, being first duly sworn, deposes and says:

1. Q. State your name and address?

A. Frank M. Corner, 119 Charles Street, Annapolis, Maryland.

2. Q. What relation are you to the late Lillie C. Mezick?

A. Nephew.

3. QAnd the late Reverend Frank Mezick?

A. Nephew. Nephew to both by blood relation.

4. Q. Who was the late Theodore S. Corner?

A. He was my father.

5. Q. How was he related to Lillie C. Mezick?

A. He was a brother to the late Lillie C. Mezick.

6. Q. Did Lillie C. Mezick have any other brothers or sisters?

A. She had no other brothers, but she had one sister, namely, Carrie Corner Ridout.

7. Q. Were they the only heirs at law and next of kin of the said Lillie C. Mezick?

A. Yes, There were no other known brothers or sisters of Lillie C. Mezick/

8. Q. When did your father, Theodore S. Corner die?

A. April 26, 1923.

9 Q. How many children did Theodore S. Corner have?

A. He had three children.

10. Q. Who were they?

A. Theodore M. Corner, Thomas J. Corner and Frank M. Corner, there were no other children.

11. Q. Is Thomas J. Corner living or dead?

A. He is dead.

12. Q. When did he die?

A. He died February 29, 1940.

13. Q. Is Theodore M. Corner, living or dead?

A. He is dead, he died January 16, 1936, in Virginia.

14. Did Thomas J. Corner leave any heirs at law or next of kin?

A. Yes, he left his widow, Alva W. Corner, who died June 25, 1948, and they left two children, Irene C. Harbaugh and Prudence M. Quass.

15. Q. Do you know who are the heirs at law and next of kin of Theodore M. Corner?

A. Yes, his wife, Charlotte T. Corner, and the following children: Thomas E. Corner, Mezick A. Corner, Frank M. Corner, Charlotte L. Corner, an infant, and Theodore H. M. Corner. They are all of age except Charlotte L. Corner.

16. Q. Do you know who are the heirs at law and next of kin of Carrie Corner Ridout who died February 11, 1931?

A. Yes, at the time of her death she left her husband, Charles D. Ridout, who died July 24, 1935, and they left as their only heirs at law and next of kin Margaret Ridout and C. Corner Ridout.

17 Q. Were there any other children?

A. I believe there were two other children who died in infancy many years prior to Carrie C. Ridout and Charles D. Ridout.

18. Q. Where was Lillie C. Mezick born and raised?

A. She was born in Baltimore City and came to Greenbury Point, Anne Arundel County as an infant and lived there until she was married to Rev. Mezick. All of her people and family were located there and the Greenbury Point Farm where they resided is now the Naval Communication Station. Reverend Mezick had no permanent home other than the Rectory of the Church where he was serving.

To the general question under the rule, the witness answers: No.

Frank M. Corner

Frank M. Corner

Margaret Ridout, a witness of lawful age, being first duly sworn, deposes and says:

1. Q. State your name and residence?

A. Margaret Ridout 44 Murray Avenue, Annapolis, Maryland.

2. Q. What relation are you to Lillie C. Meziok?

A. A niece.

3. Q. At her death what heirs and next of kin did she leave?

A. My aunt, Lillie C. Meziok, left a brother and sister. Thedore S. Corner and Carrie Corner Ridout and of course her husband the late Rev. Frank Meziok.

4. Q. What heirs and next of kin did the late Carrie Corner Ridout leave, and when did she die?

A. My mother, Carrie C. Ridout, died February 11, 1931, and left surviving her, her husband, Charles D. Ridout, who is now deceased and two children, my brother, C. Corner Ridout and me, Margaret Ridout.

5. Q. Have you ever married?

A. No.

6. Q. Were any other children born other than you and C. Corner Ridout?

A. Two other children who died in infancy many years prior to my father and mother.

7. Q. Do you know who the heirs at law and next of kin of Thomas S, Corner?

A. There were three sons, Theodore M. Corner who died in Virginia in 1936, leaving his widow, Charlotte T. Corner and five children, Thomas E. Corner, Meziok C. Corner, Frank M. Corner, Charlotte L. Corner, infant, and Theodore H. M. Corner. Another son Thomas J. Corner, died in 1940, leaving a widow, Alva W. Corner who is now deceased, and two children, Irene C. Harbaugh and Prudence M. Quass. Another son, Frank M. Corner who is still living.

8 Q. Were there any other children than those you have mentioned?

A. No sir.

9. Q. Where was Lillie C. Mezick born and raised?

A. She was born in Baltimore City and raised on Greenberry Point Farm in Anne Arundel County, where the Naval Communication Station is now located across from Annapolis..

10. Q. How long did she reside there?

A. She resided there until she married Rev. Mezick and then she went to Virginia with him where they resided in several parishes, that is in the rectory of the churches where he was appointed the minister.

11. To the general question under the rule the witness answers:

No.

Margaret Ridout
Margaret Ridout

There being no other witnesses to be called at this time on behalf of the defendant, and no further testimony desired on his behalf, this testimony is now closed, and, at the request of the defendant's solicitor, is returned to the Court.

Witness my hand and seal this 24 day of January, 1950.

Jno. S. Graham
Examiner

MARGARET RIDOUT, Individually, and as Executrix, etc.,	:	No. 9754 Equity
	:	In the
vs.	:	Circuit Court
	:	for
FRANK M. CORNER, Individually, and as Executor, etc.	:	Anne Arundel County
	:	

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SUBMISSION FOR DECREE

The above case is respectfully submitted for Decree on Bill and Answer, and Testimony.

Solicitor for Complainants

Guardian ad Litem

Solicitor for Respondents

Filed Jany. 24th 1950

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MARGARET RIDOUT, Individually, etc., et al	:	NO. 9754 EQUITY
vs.	:	CIRCUIT COURT
Frank M. Corner, Individually, etc.	:	FOR ANNE ARUNDEL COUNTY

: : : : : : :

Petition and Order to deliver Examiner's Exhibits Nos. 10 and 11 to Marvin I. Anderson, Solicitor

To the Honorable, the Judges of said Court:

The petition of Frank M. Corner, by Marvin I. Anderson, his Solicitor, respectfully shows:

That he has filed the two ledgers kept by the Reverend Frank Mezick as exhibitions with the testimony in this case, said ledgers being known as Examiner's Exhibits Nos. 10 and 11.

That it will be necessary to refer to said ledgers from time to time during the settlement of the estate of Frank Mezick, as well as the estate of Lillie C. Mezick.

Your petitioner prays the Court to pass an Order authorizing and directing the Clerk of the Circuit Court to deliver said exhibits to Marvin I. Anderson, Solicitor.

And as in duty, etc.

Marvin I. Anderson
Solicitor for Petitioner

Filed Jany 26, 1950.

ORDERED this 26th day of January, 1950, by the Circuit Court for Anne Arundel County in Equity that John H. Hopkins, III, Clerk of this Court, be and he is hereby authorized and directed to deliver the ledgers referred to as Examiner's Exhibits Nos. 10 and 11 to Marvin I. Anderson, Solicitor in this case.

JUDGE

Jan. 26, 1950 Above ledgers received.
Marvin I. Anderson

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

MARGARET RIDOUT, Individually and as Executrix, etc., etc., and another, :

PLAINTIFFS.:

VS. : NO. 9754 EQUITY

FRANK M. CORNER, Individually and as Executor, etc., etc., and others, :

DEFENDANTS.:

:::::::

Filed June 21, 1950

O P I N I O N

Lillie C. Mezick, daughter of Captain Theodore Corner, and wife of the Reverend Frank Mezick, departed this life July 6, 1920. At the time of her death, she was a resident of Nelson County, Virginia, although she had formerly been a resident of this County. She left a will dated May 28, 1910, whereby, after providing for the payment of her debts and funeral expenses and two small pecuniary legacies, she disposed of the rest and residue of her estate in these words:

> "To my dear husband, Frank Mezick, I give bequeath, and devise, all the rest and residue of my estate, real, personal and mixed that I now own, or may here-after acquire, or may be entitled to, wheresoever situate, to have, possess and enjoy, for and during the term of his natural life, with full power and authority however, to charge or encumber and sell it if he deems it necessary to do so, but in the event that he does not sell the same or only a part of it, during his life, at his death, I give, bequeath and devise the whole of it or the residue thereof as the case may be, as follows:
> At the death of my said husband therefore if he has not sold my said Estate or only a part thereof, I will Bequeath and devise the same, either the whole or the residue thereof, as the case may be, to my sister Carrie Corner Ridout and brother Theodore S. Corner, to be equally divided between them."

This will was duly admitted to probate in the Circuit Court of said Nelson County on August 5, 1920, and, on the same day, the said Frank Mezick qualified in said

court as the executor thereof. Mr. Mezick, as executor as aforesaid, then, filed, in said court, an inventory and appraisement showing a total personal estate of forty-two thousand two hundred ninety and 63/100ths dollars ($42,290.63) consisting of notes, bonds, certificates of deposit and bank stock. In due course, the commissioner of accounts for said Circuit Court of Nelson County filed in said court an account wherein he charged said executor with the appraised value of said personalty, namely, forty-two thousand two hundred ninety and 63/100ths dollars ($42,290.63), and, after crediting him with the pecuniary legacies and the debts due by the estate and the taxes paid thereon, amounting in all to thirty-five hundred forty-eight and 45/100ths dollars ($3548.45), found that the executor had in hand a balance of thirty-eight thousand seven hundred forty-two and 18/100ths dollars ($38,742.18), and, then, subjoined to said account a note in these words: "The above balance is held by the said administrator (sic), subject to the will of the said Lillie C. Mezick as of record". This account was duly confirmed by, and admitted to record in, said court on February 21, 1922.

Sometime after the death of his wife, Mr. Mezick moved from Nelson County, Virginia, to this County, and lived here until his death April 16, 1949. He had considerable property of his own, and it was found, after his death, that he had carefully kept two sets of books, one set for the property which belonged to him in his own right, and the other for the property which he had acquired under the will of his said wife. It was further found that practically all the investments held by Mrs. Mezick at the time of her death had, according to Mr. Mezick's books, been changed into other investments and reinvestments, and that, at his death, the property, purportedly belonging to her estate,

consisted principally of mortgages and property acquired in the foreclosure of mortgages, all of which stood on the land records of this County in the said Frank Mezick's name.

Carrie Corner Ridout, the sister of the said Lillie C. Mezick named as one of the remaindermen under her will, departed this life February 11, 1931, and, by her last will and testament duly admitted to probate by the Orphans' Court of this County, gave, devised and bequeathed all her property, after the payment of her debts and funeral expenses, to her husband, Charles D. Ridout, for life with remainder to Margaret Ridout, her daughter, as to three-fifths thereof, and to her son, Charles Corner Ridout, as to the remaining two-fifths thereof. Letters of administration, with the will annexed, on the said Carrie Corner Ridout's estate, were duly granted and committed by said Orphans' Court to the said Margaret Ridout. Charles D. Ridout, the surviving husband of the said Carrie Corner Ridout, departed this life July 24, 1935.

Theodore S. Corner, the brother of the said Lillie C. Mezick named as the other remainderman under her will, departed this life April 26, 1933, leaving a will which was duly admitted to probate by the Orphans' Court of this County, and letters testamentary on his estate were duly granted and committed by said court to Frank M. Corner, one of his sons, and the executor therein named. While the said Theodore S. Corner disposed of certain property by his said will, he did not mention his share in Mrs. Mezick's estate, and, as his will contains no residuary clause, he must, I think, be considered to have died intestate thereof. He left, as his heirs-at-law and next-of-kin, his three sons, namely, Theodore Mezick Corner, Thomas J. Corner and Frank M. Corner.

Theodore Mezick Corner, one of the sons of the

said Theodore S. Corner as aforesaid, departed this life, intestate, in Fairfax County, Virginia, on June 16, 1936, leaving a widow and five children. Letters of administration on his estate were duly granted and committed by the Circuit Court of said Fairfax County to Charlotte T. Corner, his widow.

Thomas J. Corner, the second son of the said Theodore S. Corner, departed this life February 29, 1940, and left a will which was duly admitted to probate by the Orphans' Court of this County, and letters testamentary on his estate were duly granted and committed by said court to Alva M. Corner, his widow, the executrix therein named. He left all his property to his widow for life, with remainder to his two children, Irene W. Corner (now Harbaugh) and Prudence M. Corner (now Quass). Alva W. Corner, the widow of the said Thomas J. Corner, and life tenant under, and executrix of, his will, departed this life June 25, 1948.

When Mr. Mezick died as aforesaid, he was, as heretofore stated, seized and possessed of considerable real estate and personal property in his own right, and he left a last will and testament dated December 6, 1948, whereby, after providing for the payment of his debts and funeral expenses, he gave devised and bequeathed one-fifth of his estate to the said Irene C. Harbaugh and Prudence C. Quass, children of the said Thomas J. Corner as aforesaid, and his great nieces (his sister, Prudence, having intermarried with the said Theodore S. Corner, his wife's brother); one-fifth thereof to the said Frank M. Corner, his nephew; one-fifth thereof to Eleanor Ridout Norris, his niece and daughter of Eleanor Mezick Ridout, another sister; one-fifth thereof to Elise Ridout, another niece, and, likewise, a daughter of the said Eleanor Mezick Ridout; and the remaining fifth to the

five children of the said Theodore Mezick Corner; and named the said Frank M. Corner the executor thereof.

With the situation, as hereinbefore detailed, Margaret Ridout, in her own right and as the administratrix with the will annexed of Carrie Corner Ridout, her mother, and as executrix of the will of Charles D. Ridout, her father, and Charles Corner Ridout, son of the said Carrie Corner Ridout as aforesaid, brought this suit against Frank M. Corner, in his individual capacity, and as executor of the estates of the said Frank Mezick, Theodore S. Corner, and Alva W. Corner, and all the other parties who could possibly have any interest in the subject matter thereof, praying that the assets of the estate of the said Lillie C. Mezick, in the hands of the said Frank Mezick, as life tenant, at the time of his death, be determined, that the said Frank M. Corner, as executor of the said Frank Mezick's last will and testament, be required to account therefor, that this court assume jurisdiction over the administration of said assets and distribute the same to those entitled thereto, and, in connection therewith, that the will of the said Lillie C. Mezick be construed, and that they have such other and further relief as their case might require.

(1) The will of the said Lillie C. Mezick must, I think, be construed according to the laws of Maryland. She was a resident of Maryland before she moved to Nelson County, Virginia, and I think the provisions of Code, Article 93, § 350, apply. (University vs. Uhrig, 145 Maryland 114; DeBearn vs. Winans, 111 Maryland 434). In any event, no notice of an intention to offer evidence of the laws of Virginia, or to ask that judicial notice be taken thereof, has been given (Code, Article 35, § 59), and, in the absence thereof, I can neither admit such evidence, nor take such

judicial notice, and must assume that the laws of Virginia are the same as the laws of Maryland. (Prudential Insurance Company vs. Shumaker, 178 Maryland 189; Resig vs. Jewish Charities, 182 Maryland 432; The Maccabees vs. Lipps, 182 Maryland 190). In this connection, and while it has nothing to do with the construction thereof, it is interesting to note that Mrs. Mezick's will was witnessed by the late Winson G. Gott who was, for many years, a practitioner at the Bar of this court, and I think it might be reasonably presumed that he was the draftsman thereof.

(2) I hold that, by the true construction and meaning of Mrs. Mezick's will, Frank Mezick, her surviving husband, took a life estate in the property passing thereunder, and that Carrie Corner Ridout, her sister, and Theodore S. Corner, her brother, took vested remainders. This holding seems to be required by the decision of our Court of Appeals in Roberts vs. Roberts, 102 Maryland 131, 146-8. (See also Miller, Construction of Wills, pp. 636, 642, 608; Safe Deposit vs. Bouse, 181 Maryland 351, 356-7; Restatement, Future Interests, § 157, Illustration 14, p. 556, Illustration 16, p. 558, and Comment j, p. 550; Hans vs. Safe Deposit, 178 Maryland 52). The power given by the will to the life tenant is very broad, and it may so happen that he had the right thereunder to sell the investments which Mrs. Mezick had at the time of her death and convert the proceeds thereof to his own use. I, however, do not have to determine that. The fact is that, while he did sell, or, otherwise change most of the investments of which Mrs. Mezick died possessed, he did not convert the proceeds thereof to his own use, but reinvested the same and religiously kept a record thereof separate and apart from his own moneys and investments. The fact that he took mortgages in his own

name, and had properties, which he bought at foreclosure sales, conveyed to him, was, no doubt, for convenience only. The record he kept, I think, must be held to show that he never intended to convert any of the investments belonging to Mrs. Mezick's estate, or the proceeds thereof, to his own use, and that he was simply preserving the same, as life tenant, for the benefit of those who would be entitled thereto after his death.

(3) While the account stated, by the Commissioner of Accounts for the Circuit Court of Nelson County, Virginia, does not show a distribution to Mr. Mezick as life tenant, that was not necessary. That he was entitled to possession of said assets is clearly evidenced by the terms of Mrs. Mezick's will. (See Sydnor vs. Graves, 119 Maryland 321, 329). The power to "charge or encumber and sell" was given to him as life tenant, not as executor. How could he exercise that power unless he had possession? He, as life tenant, being entitled to possession with power to "charge or encumber and sell", a distribution of record was not necessary. He, as executor, had the right to make his distribution in pais; and that is what he did. A distribution account was not necessary. (Biays vs. Roberts, 68 Maryland 510; Sykes vs. Hughes, 182 Maryland 401; Bagby, Executors and Administrators, § § 41 and 42, and cases there cited). Then, where an executor is also the general legatee, there is the presumption that, after the time for the passage of his account has expired, the funds in his hands belonging to his testatrix's estate are held as legatee and not as executor. (Baker vs. Bowie, 74 Maryland 467; Coudon vs. Updegraf, 117 Maryland 71). This being so, I hold that Mrs. Mezick's estate was fully administered in the Virginia court, that there is no necessity for the appointment of an administra-

tor de bonis non cum testamento annexo, and that this court has full authority and jurisdiction to complete the administration of said estate or the assets belonging thereto (Myers vs. Safe Deposit, 73 Maryland 413; Myers vs. Forbes, 74 Maryland 355).

(4) Another ground of jurisdiction is that of an accounting. Frank M. Corner, as the executor of the life tenant's will, has possession of the assets shown by the life tenant's books as belonging to the estate of his deceased wife. Many of these assets stand on the land records of this County in the life tenant's name. The executor, under those circumstances, could not be expected to turn those assets over to anyone without an order of a court of competent jurisdiction. If he attempted to do so, and made a mistake, he might subject himself and his bond to liability and loss. The only safe thing for him to do under the circumstances, was exactly what he did do, namely, refuse to do anything until required. The plaintiffs seek to require him to account for these assets, and turn them over to someone appointed by this court for administration under this court's supervision. They have an interest in the subject matter and are entitled to the relief they pray. A court of equity, having jurisdiction over a part of the assets, will retain it over all (Sykes vs. Hughes, 182 Maryland 396, 402; Safe Deposit vs. Coyle, 133 Maryland 343), and, having once obtained such jurisdiction, will retain it and superintend their distribution. (Turk vs. Grossman, 176 Maryland 644, 675; Tilghman vs. Frazer, 59 Atlantic 2d 781; and many other cases).

(5) Having determined the principal questions involved, I will, now, in order to expedite the proceedings, pass on such subsidiary questions as occur to me, or as

have been suggested.

(a) As heretofore stated, the interest which Carrie Corner Ridout took in the estate of Mrs. Mezick was a vested remainder, that is to say, it was vested from the moment of Mrs. Mezick's death. She, accordingly, had the right to dispose of it by will. Her will was dated December, 1914, but it did not take effect until her death February 11, 1931. She left all the property of which "I may die seized and possessed" to her husband, Charles D. Ridout, for life with remainder to her two children as heretofore stated. It has been suggested that, as Mrs. Ridout was not actually in possession of her share in Mrs. Mezick's estate at the time of her death, her will was not broad enough to pass that share. I cannot concur in that. There is a presumption against intestacy, especially where the will contains a clause indicating that the testator intended to dispose of his entire estate. (Perkins vs. Iglehart, 183 Maryland 520). I think the determination of this question is controlled by the decision in Fisher vs. Wagner, 109 Maryland 243, 257-259. There, the language was almost identical with the language used by Mrs. Ridout, and it was held that a remainder to which the remainderman was entitled passed under said remainderman's will, although the property had not actually been reduced to possession. (See also several other cases bearing on the subject cited in Miller, Construction of Wills, p. 169). I hold that Mrs. Ridout's will was broad enough to pass her vested remainder in Mrs. Mezick's estate. As Mr. Ridout, the life tenant under Mrs. Ridout's will, has since departed this life, his interest simply passed out of the picture so that this whole half interest goes to Margaret Ridout, as to three-fifths thereof (she having never married), and to Charles Corner Ridout, as to the remaining

two-fifths thereof.

(b) I have already indicated that Theodore S. Corner died intestate as to his remainder in Mrs. Mezick's estate. He left, as his next-of-kin and heirs-at-law, his three sons, Theodore Mezick Corner, Thomas J. Corner and Frank M. Corner, and his interest passed to them. Frank M. Corner, as the executor of said Theodore's will, and in his own right, is one of the defendants herein.

(c) Theodore Mezick Corner departed this life intestate June 16, 1936, a resident of Fairfax County, Virginia. He left a widow and five children, and letters of administration on his estate have been duly granted by the Circuit Court of said Fairfax County to Charlotte T. Corner, his widow. As the said Theodore Mezick Corner was a resident of Virginia at the time of his death, his share in the intangible personal property belonging to Mrs. Mezick's estate passed to his widow and children as provided for by the laws of Virginia. This share (one-third of one-half) will, accordingly, be distributed by this court to his administratrix, so that she can account therefor in the courts of Virginia. (Perkins vs. Iglehart, 183 Maryland 520, 545). In this connection it might be well for me to say here that I am of the opinion that the property No. 403 Chesapeake Avenue, Eastport, and the one-half interest in the twenty-five acres at Shore Acres, must be treated as personal property. These properties were, I understand, acquired by Mr. Mezick in the foreclosure of mortgages thereon, taken by him with money belonging to Mrs. Mezick's estate, in order to protect said estate's investments. These properties are, simply, the investments or reinvestments of personal property, and, as the will contained no direction for the investment of any part of Mrs. Mezick's estate in real estate, no conversion was effected. In any

event, Mr. Mezick only bought these properties to protect the investment of Mrs. Mezick's estate therein, and, under those circumstances, it is difficult to see how a conversion could have been effected. In 13 Corpus Juris 859, the general principle is laid down that in making distribution of an estate, an interest in real estate, bought by an administrator, or a trustee, to save a debt due the estate, is to be treated as personalty and not as real estate. I do not see why the same principle should not apply to a purchase by a life tenant. He may not be a technical trustee, but, in the sense that he holds the property in trust for the remainderman, he is a trustee. A different situation exists as to the one-third interest in the ground rents issuing out of the properties in Baltimore City. That interest was real estate when Mrs. Mezick died and is still real estate. It passes under the laws of Maryland, and, as Charlotte T. Corner, the widow of the said Theodore Mezick Corner, never elected to take dower in his share therein, she will be entitled to one-third absolutely after the payment of his debts (Code, Article 46, § § 2, 4). As the said Theodore Mezick Corner has been dead for more than twelve years, we can, I think, presume that all his debts have been paid, and that notice to his creditors is not necessary. (Code, Article 93, § 117). After the widow's claim is satisfied, the balance will go to his children in equal shares.

(d) As heretofore stated, the said Thomas J. Corner left a will whereby he, as I construe it, gave his share in Mrs. Mezick's estate to his widow, Alva W. Corner, for life with remainder to his children. As Mrs. Corner's interest died with her, this share will go directly to Mrs. Harbaugh and Mrs. Quass.

(e) As I have heretofore indicated, I will, by my

decree, appoint a trustee to collect, take over, and reduce to possession all the assets belonging to the said Lillie C. Mezick's estate, whether corpus or the income that has accrued thereon since the life tenant's death, and, having so done, distribute the same amongst those entitled thereto as above indicated. This procedure seems to be required under the facts of this case in order to avoid delay, costs and expenses, as well as a multiplicity of procedure (Turk vs. Grossman, supra), and is sanctioned not only by the case last cited, but by Chief Judge Marbury's opinion in Bass vs. Smith, 56 Atlantic 2d 800, 807-8, wherein he cites several cases in support thereof. In handling this estate, the trustee should bear in mind that this State's policy favors distribution in kind and such a distribution should be made, if possible. I, accordingly, suggest that, after he has the assets in hand, and is in a position to know exactly of what they, at this time, consist, he make a report thereof to this court, and, at the same time, submit a plan for their distribution. If the plan so submitted seems feasible, the court will refer the matter to the auditor for the statement of an account. If it becomes necessary to reduce some of the assets to cash in order to make a proper distribution, that can, no doubt, be worked out. We will just have to cross those bridges when we come to them.

(6) It only remains to make a few observations as to the inheritance taxes which will have to be taken care of. I will not attempt to determine those matters in my decree, but will leave them for determination when and as the distribution is made. To lay down the general rules now, however, might be helpful.

(a) As Mrs. Mezick was a resident of Virginia at the time of her death, the devolution of her <u>intangible per-</u>

sonal property was taxable there, and I understand all taxes due on such devolution have been paid. As this intangible personal property did not have a taxable situs in Maryland, its devolution on Mrs. Mezick's death was not taxable here. (Code, Article 81, § 137). This includes the property No. 403 Chesapeake Avenue, Eastport, and the half interest in the twenty-five acres at Shore Acres. I have heretofore shown that those properties must be treated as personalty. There will, accordingly, be no collateral inheritance tax payable on the passage of this intangible personal property from the estate of Mrs. Mezick to the estates of the two remaindermen under her will. The situation in reference to the one-third interest in the ground rents is different. That was real estate and was taxable in Maryland and not in Virginia. If the Maryland tax has not been paid, it must be paid. The rate in force at the time of Mrs. Mezick's death was five percent, and the tax will be at that rate. (Safe Deposit vs. Bouse, 181 Maryland 351).

(b) As the law providing for the taxation of direct inheritances was not passed until after the death of Carrie Corner Ridout on February 11, 1931, there will be no tax due on the passage of her share to her two children.

(c) The same thing applies to the passage of Theodore S. Corner's share to his three sons on his death April 26, 1933, intestate thereof.

(d) The share of Theodore Mezick Corner in the intangible personal property will be taxable in Virginia in the hands of his administratrix to whom this court will distribute it. She will have to pay that. The said Theodore M. Corner's interest in the ground rents is taxable in Maryland, and, as he died after the direct inheritance tax law was enacted, the direct inheritance tax will have to be

paid.

(e) When Thomas J. Corner died on February 29, 1940, the direct inheritance tax law was in force, and there will be a direct inheritance tax on the passage of his share to his two daughters.

(See also Aged People's Home vs. Hospital, 170 Maryland 128; State vs. Safe Deposit, 132 Maryland 251; Bouse vs. Hutzler, 180 Maryland 682; Dryden vs. Baltimore Trust Company, 157 Maryland 559; Rosenburg vs. Bouse, 172 Maryland 530; Lilly vs. State, 156 Maryland 94; 29 Opinions of the Attorney General 196; and the applicable code provisions).

The costs and expenses, incident to this proceeding, will be paid out of the assets belonging to the said Lillie C. Mezick's estate.

January 26, 1950

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

MARGARET RIDOUT, Individually and as Executrix, etc., etc., and another, :

PLAINTIFFS. :

VS. : NO. 9754 EQUITY

FRANK M. CORNER, Individually and as Executor, etc., etc., and others, :

DEFENDANTS. :

:::::::

D E C R E E

Filed Jan. 26 - 1950

This case coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this 26th day of January, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That all the investments, securities and properties, hereinafter sometimes called the"assets", carried on the books of the late Frank Mezick under the name of Lillie C. Mezick, and particularly shown on the two schedules, marked "Exhibit B", filed with the answer of Frank M. Corner, executor of the said Frank Mezick's last will and testament, be, and the same are hereby, determined and declared to belong to the estate of the said Lillie C. Mezick, regardless of whether said investments, securities and properties stood in the name of the said Frank Mezick on the land records, or were, otherwise, registered in his name, at the time of his death.

(2) That this court hereby assumes jurisdiction of the administration and distribution of said assets.

(3) That, by the true construction and meaning of

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the said Lillie C. Mezick's will, the said Frank Mezick only took a life estate in the properties of which she died seized and possessed; that the said Frank Mezick held said properties, or the proceeds thereof, or the investments or reinvestments thereof made, as such life tenant, and never converted them, or any part thereof, to his own use absolutely, nor attempted so to do; that Carrie Corner Ridout, sister of the said Lillie C. Mezick, and Theodore S. Corner, her brother, took, under said will, as of the date of the said Lillie C. Mezick's death, vested remainders in said properties, or the proceeds thereof, and the investments, or reinvestments, thereof made; that, upon the death of the said Carrie Corner Ridout, her interest therein passed under her will to her two children as therein provided; that the said Theodroe S. Corner died, intestate, as to his share therein, and, thereupon, his interest passed to Theodore Mezick Corner, Thomas J. Corner, and Frank M. Corner, his three sons; that, upon the death of the said Theodore Mezick Corner, intestate, his interest in such thereof as was intangible personal property, at the time of the said Lillie C. Mezick's death, passed to his widow and children under the laws of Virginia, and, as to such thereof as was real estate situate in Maryland, to his widow and children under the laws of Maryland; and that, upon the death of the said Thomas J. Corner, his interest therein passed under his will to his two daughters, Irene C. Harbaugh and Prudence M. Quass.

(4) That Marvin I. Anderson, Esquire, be, and he is hereby, appointed trustee to collect, take over and reduce to possession all the assets belonging to the said Lillie C. Mezick's estate as aforesaid, and all income which has accrued thereon since the said Frank Mezick's death, and, thereupon, to distribute said assets, or the proceeds thereof,

and said income, as well as all income which might hereafter come into his hands, amongst those entitled thereto as determined and declared by this decree, provided that, before he acts as such trustee, he files in this court a bond to the State of Maryland in the penalty of forty thousand dollars ($40,000), with a corporate surety, to be approved by this court, or the clerk thereof, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises.

(5) That Frank M. Corner, executor of the said Frank Mezick's last will and testament, be, and he is hereby, ordered and directed to account for said assets and all income arising therefrom since the said Frank Mezick's death, and assign, transfer and set over said assets, in whatever form they may now be, as well as said income, to the said Marvin I. Anderson, the trustee hereby appointed, immediately upon his qualification.

(6) That all questions in the premises, and all matters of procedure and administration, which are not expressly determined and declared by this decree be, and the same are hereby, expressly reserved for future determination.

James Cook
Judge.

MARGARET RIDOUT, Individually and as EXECUTRIX, etc.,	:	No. 9754 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
FRANK M. CORNER Individually and Executor, etc.,	:	FOR ANNE ARUNDEL COUNTY

: : : : :

BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Marvin I. Anderson Annapolis, Maryland, as principal and the National Surety Corporation a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Forty thousand dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 3RD day of February in the year Nineteen hundred and fifty.

WHEREAS the above bounden Marvin I. Anderson was appointed Trustee by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County dated January 26, 1950, mentioned in the proceedings in the case of Margaret Ridout et al. vs. Frank M. Corner, et al. known as No. 9754 Equity, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full for and virtue in law.

Witness:
Myrtle Sturm

Marvin I. Anderson (SEAL)
Marvin I. Anderson

National Surety Corporation
By: H. Cookman Hindes
Attorney in Fact
H. COOKMAN HINDES

Filed and Approved this 6th day of Feby. 1950
John H. Hopkins, 3rd. Clerk.

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MARGARET RIDOUT, Individually and as Executrix etc., etc.,	:	No. 9754 Equity
Plaintiffs	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
FRANK M. CORNER, Individually and as Executor etc.,	:	ANNE ARUNDEL COUNTY

Filed March 9: 1950

PETITION AND ORDER TO TRANSFER ASSETS.

To the Honorable, the Judges of said Court:

The petition of Marvin I. Anderson, Trustee, respectfully shows:

That among the assets determined to belong to Lillie C. Mezick in this case are the following:

1- War Savings Bond M 11030216 E standing in the name of Frank Mezick.

Four shares of stock of Appalachin Electric Power Co. Accumulative Preferred Stock, represented by Certificate Number AP 2414 for 11 shares standing in the name of Frank Mezick.

A 13/21 interest in mortgage of James Lorens, present property owner Darden in the amount of $2100.00 standing in the name of Frank Mezick.

That to enable the Estate of Frank Mezick to turn over to your petitioner said portions of the above property belonging to the Estate of Lillie C. Mezick it is desirable, if not necessary, for your petitioner to join in a petition to the Orphans Court for Anne Arundel County for authority to sell all 11 shares of the Appalachin Electric Power Company stock and to turn over to your Petitioner the funds from the proceeds of sale of the 4 shares belonging to this Estate; to redeem the War Savings Bond No. M 11030216 E and to pay over the proceeds to your petitioner; and to permit your petitioner to pay to the Executor of the Estate of Frank Mezick the sum of Eight hundred dollars, being the 8/21 interest of Frank Mezick and accrued interest and to take an assignment of his interest therein.

Therefore your Petitioner prays the Court to pass an order authorizing and approving the above transfer.

Marvin I. Anderson
Trustee of the Estate of
Lillie C. Mezick

ORDER OF COURT

Ordered this 9th day of March, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, that Marvin I. Anderson, Trustee of the State of Lillie C. Mezick, be and he is hereby authorized and directed to join with Frank M. Corner, Executor of the Estate of Frank Mezick in a petition to the Orphans Court for Anne Arundel County authorizing the redemption of A War Savings Bond No. M 11030216 E; sale of 4 shares of Appalachin Electric Power Company stock the proceeds of which are to be paid by the said Executor to the said Trustee; and it is further ordered that the said Trustee be and he is hereby authorized and directed to take an assignment of the interest of the Estate of Frank Mezick in the James Lorens mortgage and to pay to said Executor the sum of $800.00 and accrued interest out of any funds the Trustee may have on hand.

Benjamin Michaelson
Judge

Filed March 9. 1950

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al	:	NO. 9754 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	
		FOR
FRANK M. CORNER, Individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alma W. Corner, deceased, et al	:	
	:	
	:	
		ANNE ARUNDEL COUNTY
	:	

Petition and Order of Court for Trustee to execute option and Deed.

Filed 18th July, 1950

The petition of Marvin I. Anderson, Trustee in the above entitled case respectfully states:

1. That this Estate for which your petitioner is Trustee holds a mortgage on the property of Benjamin Gott Beard and Sallie C. Beard, his wife, said mortgage is recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 118 folio 53, on which there is a balance due of $900.00.

2. That the State Roads Commission desires to purchase from the said Benjamin Gott Beard and Sallie C. Beard, his wife, a small portion thereof along the present highway containing approximately 44/100 of an acre as shown by the plat submitted herewith.

3. That the aforesaid conveyance does not detract from the value of the Beard property nor in any manner impair the security, and the said Benjamin G. Beard and Sallie C. Beard, his wife, have indicated a willingness to apply $175.00, of the total price of $225 offered by the State Roads Commission, on account of the mortgage held by this Estate.

Wherefore, your petitioner prays the Court to pass an order authorizing your petitioner to join with the said Benjamin G. Beard and wife in an option and deed to the State Roads Commissions upon the payment of the sum of $175.00.

And as in duty bound etc.,

Marvin I. Anderson

Marvin I. Anderson, Trustee

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LIBER 74 PAGE 305

ORDER OF COURT

Ordered this 19½ day of July, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, that Marvin I. Anderson, Trustee in this case, be, and he is hereby authorized and directed to join in the option to the State of Maryland for the use of the State Roads Commission for the sale of the property mentioned herein, and upon the State exercising said option, to join in the execution of the deed for the purpose of releasing said property from the operation, lien and effect of the said mortgage; $175.00 of the purchase price to be applied on account of the unpaid principal of said mortgage.

Benjamin Michaelson
Judge

Filed 19 July, 1950.

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al.	:	No. 9754 Equity
	:	IN THE
vs:	:	CIRCUIT COURT
	:	FOR
FRANK M. CORNER, Individually and as Executors of the Estates of Frank Mezick, Theodore S. Corner and Alva . Corner, deceased, et al.	:	ANNE ARUNDEL COUNTY

Filed 5th Oct, 1950.

TRUSTEE'S REPORT and PETITION

THE Report and Petition of Marvin I. Andersor, Trustee under Decree of this Honorable Court, in the above entitles case, respectfully shows;

1. That he has on hand in this Estate the following assets as shown by the attached itemized statements:

Stocks in the amount of (appraised value)	340.00
Unpaid balance on Mortgages	25529.88
Cash	14738.03
Ground Rents Appraised value	2385.33
430 Chesapeake Avenue, appraised value	7000.00
1/2 Interest in 25 Acres in "Shore Acres" 3rd Election Dist. A.A.Co. appraised value	500.00
	$50,493.24

2. That he recommends that the stock mentioned herein be sold and the proceeds be divided among the said parties in proportion to their perspective interests.

3. That he recommends that the mortgages now held by the Estate be sold or collected.

4. That he recommends that the said real estate above mentioned to wit: The Chesapeake Avenue property, the ½ interest in the Shore Acres property and the 1/3 interest in the ground rents in Baltimore City belonging to this Estate, be sold either at public or private sale and the proceeds divided among the parties in proportion to their perspective interest.

5. That he recommends that the papers in this Estate be referred to the Court Auditor for the purpose of stating a first account to the end that all taxes due to the State of Maryland be paid, all expenses incurred to date be allowed and the balance dis-

tributed to those entitled, retaining, however, a sum sufficient to cover any contingencies that may arise in the future.

Wherefore, your petitioner, prays that a decree may be passed for a sale of the real estate as aforesaid, including the ground rents, at either a public or private sale, that your Trustee may be authorized to convey said property or the estates interest therein upon ratification of the court, that the stock be sold; that mortgages be sold or collected, that the case be referred to the Auditor for the purposes herein indicated and for such other and further relief as the case may require.

Marvin I. Anderson

Marvin I. Anderson, Trustee

State of Maryland, Anne Arundel County, to wit;

I hereby certify that on this 27 day of September 1950, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Marvin I. Anderson, Trustee of the Estate of Lillie Mezick, deceased, and made oath in due form of law that the matters and facts stated in the aforegoing Report and Petition are true to the best of his knowledge and belief.

Witness my hand and notarial seal.

Myrtle Sturm

Notary Public

NOTARY PUBLIC

STOCKS

1 Share Farmers Nat'l Bank Cert. 1503	$42.50
7 Shares Farmers Nat'l Bank Stock Cert. 746	297.50

MORTGAGES

UNPAID BALANCES as of July 31, 1950

Beard, Bej. G.	900.00	
Bouscaren, L.G.	914.67	
Cook, Jas. W.	1500.00	
Geyer, Geo.	1618.99	
Leo Darden(Lorens)	2100.00	
Rolker, Edwin	500.00	
Stevens, R.R.	1268.72	
Baker, Wm. E.	1429.71	
Bloor, R.L.	7096.32	
Thompson, Ed.	2000.00	
Scalzetti, F. (now T.M. Burroughs)	3100.73	
Moreland, R.L.	3100.74	
		25,529.88

REAL ESTATE

403 Chesapeake Avenue- Appraised value	7,000.00	
1/2 Int. 25 Acres Shore Acres- 3rd Election District	500.00	

Ground Rents

1/3 Interest in Ground Rents issuing out of Eastern Avenue, East Farimount Avenue and North Durham Street properties appraised value	2385.33	
		$9,885.33

SUMMARY OF CASH ON HAND as of July 31, 1950.

Amount Received from Frank M. Corner, Executor- Cash as shown on Mr. Mezick's Ledger belonging to Estate of Lillie C. Mezick	$4073.07
Amount Received from R. Whitehead Note	1000.00
Amount Received from sale of Gov. Bond	800.00
Amount Received from sale of Appalachin Electric Power Co. Stock	444.00
Amount Received from Marvin I. Anderson, Agent collections on account of principal of mortgages from April 1, 1949 to April 16, 1949 (see statement No. 1)	131.31
Amount Collected on account of principal of mortgages from April 16, 1949 to July 31, 1950. (See Statement No. 2)	6376.25
Amount Collected on account of Interest and rents from April 16, 1949 to July 31, 1950. (See Statement No. 3)	1913.40
Total amount of cash on hand as of July 31, 1950	$ 14,738.03

Statement No. 1 LIBER 74 PAGE 310

Lillie C. Mezick Estate

Collection of principal payments on mortgage from April 1, 1949 to April 16, 1949, date of death of Frank Mezick, by Marvin I. Anderson, Agent.

April 1, 1949	L.G. Bouscaren	$18.86
2	Ralph L. Bloor	37.16
4	Wm. E. Baker	30.34
4	Geo. Geyer	15.61
5	Raymond R. Stevens	36.25
		$138.22

Disbursements

To Marvin I. Anderson, Agent	
Commissions 5%	6.91
Net Amount	$131.31

Statement No. 2

LIBER 74 PAGE 311

ESTATE OF LILLIE C. MEZICK

Collections of principal payments on mortgages from April 16, 1949 to July 31, 1950

* * * * * *

1949

April	20	Frank Scalzetti	$ 32.17
	23	Randolph L. Moreland	31.85
	25	Carl Turner	50.00
		Ralph L. Bloor	37.31
May	2	Louis G. Bouscaren	18.95
		R. R. Stevens	36.40
		George H. Geyer	15.69
	3	Agostino DiMaggio	80.00
		William E. Baker	30.48
	24	Frank G. Scalzetti	32.34
		Randolph L. Moreland	32.01
		Carl E. Turner	50.00
	26	Willard Floel	87.66
June	1	Louis G. Bouscaren	19.05
		R. R. Stevens	36.55
		George H. Geyer	15.76
		William E. Baker	30.64
		Ralph L. Bloor	37.47
	15	Carl E. Turner	50.00
		Frank G. Scalzetti	32.50
	24	Randolph L. Moreland	32.17
July	1	Louis G. Bouscaren	19.15
		R. R. Stevens	36.71
		Raymond E. Neudecker	44.29
	5	George H. Geyer	15.85
	6	William E. Baker	30.79
	11	Ralph L. Bloor	37.62
	18	Agostino DiMaggio	40.00
	21	Frank Scalzetti	32.65
	25	Randolph L. Moreland	32.33
	27	Carl E. Turner	50.27
August	1	R. R. Stevens	36.86
	3	George H. Geyer	15.91
		William E. Baker	30.94
		Louis G. Bouscaren	19.24
	22	Frank G. Scalzetti	32.82
	24	Randolph L. Moreland	32.50
		Ralph L. Bloor	37.78
	25	Willard Floel	88.74
		Carl E. Turner	50.00
September	2	Louis G. Bouscaren	19.34
		R. R. Stevens	37.01
		George H. Geyer	16.00
	8	Edwin Rolker	100.00
	9	William E. Baker	31.10
	21	Frank Scalzetti	32.99
	22	Randolph L. Moreland	32.65
October	1	Louis G. Bouscaren	19.43
	3	R. R. Stevens	37.17
		George H. Geyer	16.09
	5	Ralph L. Bloor	37.94
		William E. Baker	31.25

1949			
October	5	Carl E. Turner	$ 50.00
	6	Raymond Neudecker	4.85
	20	Randolph L. Moreland	32.82
	24	Frank Scalzetti	33.15
November	2	Louis G. Bouscaren	19.58
		R. R. Stevens	37.32
		Ralph L. Bloor	38.10
		George H. Geyer	16.17
	7	William E. Baker	31.41
		Carl E. Turner	53.00
	22	Frank G. Scalzetti	33.31
	25	Randolph L. Moreland	32.99
	28	Willard Floel	89.88
December	2	Louis G. Bouscaren	19.63
		George H. Geyer	16.25
		William E. Baker	31.57
	21	Randolph L. Moreland	33.15
	22	Frank Scalzetti	33.48
		Carl E. Turner	50.60
	23	Ralph L. Bloor	38.26
1950			
January	4	Louis G. Bouscaren	19.73
		Raymond R. Stevens	66.95
	5	William E. Baker	31.73
		George H. Geyer	16.33
	6	Agostino Di Maggio	120.00
	20	Frank Scalzetti	33.65
		Randolph L. Moreland	33.32
	27	Carl E. Turner	50.00
	31	Wheatley E. Ward	1,000.00
February	1	Raymond R. Stevens	37.76
	2	Louis G. Bouscaren	19.83
	3	George H. Geyer	16.41
	6	William E. Baker	31.89
	23	Frank G. Scalzetti	33.82
March	1	Louis G. Bouscaren	19.92
		Willard Floel	91.02
	2	Randolph L. Moreland	33.48
	3	Raymond R. Stevens	38.91
		George H. Geyer	16.49
	4	William E. Baker	32.05
	6	Edwin Rolker	100.00
		Neudecker-Luckett	1,004.86
		Carl E. Turner	50.11
	28	Randolph L. Moreland	33.65
	31	Louis G. Bouscaren	20.02
April	4	William E. Baker	32.21
		Carl E. Turner	50.00
	5	George H. Geyer	16.58
	22	Randolph L. Moreland	33.82
May	1	Louis G. Bouscaren	20.13
		Raymond R. Stevens	76.16

1950		
May 2	Carl E. Turner	$79.29
3	George H. Geyer	16.66
4	Willard C. Floel	1058.81
	William E. Baker	32.37
9	Ralph L.Bloor	4.76
19	T. M. Burroughs	33.99
24	Randolph L. Moreland	33.98
June 2	Louis G. Bouscaren	20.23
5	Raymond R. Stevens	38.39
	George H. Geyer	16.74
6	William E. Baker	32.53
17	T.M.Burroughs	34.15
19	Randolph L. Moreland	34.15
July 1	William E. Baker	32.69
3	L. G. Bouscaren	20.33
	Raymond R. Stevens	38.55
5	George H. Geyer	16.83
18	T.M. Burroughs	34.32
25	Randolph L. Moreland	34.33
	To correct error in difference between investment and balance due on mortgages	.04
		$7373.82

DISBURSEMENTS

To:		
Marvin I. Anderson, Agent - Comms 5% on $2579.85	$128.99	
Marvin I. Anderson, Agent Comms 5% on $1371.71	68.58	
April 5, 1950- Frank M. Corner, Executor Estate Frank Mezick 8/21/ Interest in Lorens (Darden) mortgage	800.00	
		997.57
Net Amount		$6376.25

Statement No. 3

LIBER 74 PAGE 314

Lillie C. Mezick Estate

Collections of Income from April 16, 1949 to July 31, 1950.

4/20/49-	Frank Scalzetti, Interest	$14.29
23	Randolph L. Moreland "	12.15
29	Ralph L. Bloor	27.63
5/2/49	R.R.Stevens	2.85
3	Geo. H. Geyer	9.31
	A. DiMaggio	.75
4	Wm. E. Baker	9.52
2	L. G. Bouscaren	2.45
May 4	Appalachin Elec. Power Co.	12.38
24	F. Scalzetti	17.66
"	R. Moreland	17.99
"	Carl Turner	2.92
26	Willard Floel	17.34
June 1	L.G.Bouscaren	5.95
	R.R.Stevens	7.45
2	Geo. Geyer	9.24
6	Wm. E. Baker	9.36
13	Ralph L. Bloor	30.53
15	Carl Turner	2.66
22	Frank Scalzetti	17.50
24	R.L.Moreland	17.83
10	Edward Thompson	12.96
July 1	L. G. Bouscaren	5.85
	Raymond R. Stevens	7.29
2	Raymond Neudecker,	15.81
5	Leo Darden	26.25
	Geo. Geyer	9.15
6	Wm. E. Baker	9.21
11	R.L.Bloor	30.38
18	A. DiMaggio	1.16
21	F.G.Scalzetti	17.35
25	R.L.Moreland	17.67
27	Carl Turner	2.42
Aug. 1	Raymond R. Stevens	7.14
3	Geo. Geyer	9.09
	Wm. E. Baker	9.06
	L.G.Bouscaren	5.76
16	Appalachain Elec. Power Co.	12.38
22	Robert N. Bear, Agt. Gr. Rents	68.00
22	F.G.Scalzetti	17.18
	W. Ward	21.00
24	R. Moreland	17.50
	R.L.Bloor	30.22
	W. Floel	16.26
	Carl Turner	2.17
	B.G.Beard	20.25
Sept. 2	L. G. Bouscaren	5.66
	R.R.Stevens	6.99
	Geo. H. Geyer	9.00
	Edwin Rolker,	16.62
9	Wm. E. Baker	8.90
13	Jos. W. Cook	37.46
21	Frank Scalzetti	17.01
22	R. Moreland	17.35
Oct. 1	L.G.Bouscaren	5.57
3	R.R.Stevens	6.83
4	Geo. Geyer	8.91
5	R.L.Bloor	30.06
	Wm. E. Baker	8.75
	Carl Turner	1.92
6	Raymond Neudecker	15.14
12	S. B. Whitehead Int. on note	135.00
		$970.44

Amount Forward		970.44
Oct. 20	R. L. Moreland	17.18
24	Frank Scalzetti	16.85
Nov. 2	L.G.Bouscaren	5.42
	R.R.Stevens	6.68
3	R.L.Bloor	29.90
	Geo. H. Geyer	8.83
7	Wm. E. Baker	8.59
	Carl E. Turner	1.67
22	Frank Scalzetti	16.69
28	R. Moreland	17.01
	W. Floel	15.12
Dec. 2	L. G. Bouscaren	5.37
	Geo. H. Geyer	8.75
	Wm. E. Baker	8.43
	Wm. E. Thompson	40.00
	R L. Moreland	16.85
	Frank Scalzetti	16.52
	Carl E. Turner	1.40
23	Leo Darden	39.00
	Ralph L. Bloor	29.74
403 Chesapeake Avenue -rent-	see Opinion of Court	
May 18-	rent 5/1/549 to 7/15/49	50.00
Aug. 22	" 7/15/49 to 9/15/49	50.00
Oct. 25	" 9/15/49 to 11/15/49	50.00
Nov. 25-	" 11/15/49 to 1/15/50	50.00
1950		
Jan. 4	L.G. Bouscaren	5.27
	R. R. Stevens	13.05
5	Wm. E. Baker	8.27
	Geo. G. Geyer	8.67
6	A. Di Maggio	3.02
20	F. Scalzetti	16.35
	R.L.Moreland	16.68
27	C. E. Turner	1.14
31	Wheatley Ward	30.00
Feb. 1	Raymond Stevens	6.24
2	L. G. Bouscaren	5.17
3	Geo. H. Geyer	8.59
6	Wm. E. Baker	8.11
19	F. Voinche -	100.00
23	F. G. Scalzetti	16.18
28	B. G. Beard	27.00
Mar. 1	L. G. Bouscaren	5.08
	W. Floel	12.98
Feb. 23	R.R.Moreland	16.52
Mar 2	R. Stevens	6.09
Mar 3	Geo. H. Geyer	8.51
	Wm. E. Baker	7.95
6	E. Rolker	18.00
	R. L. Bloor	68.00
	R. Neudecker	23.50
	Carl Turner	.89
	J. W. Cook	45.00
	R.L.Moreland	16.35
31	L. B. Bouscaren	4.98
Apr. 4	Wm. E. Baker	7.79
	Carl E. Turner	.65
5	Geo. H. Geyer	8.42
22	R. L. Moreland	16.18
26	A.J. Goodman(Scalzetti mortgage)	34.17
May 1	L.G.Bouscaren	4.87
	R.R.Stevens	11.84
2	Carl E. Turner	.78
		$2073.73

	Amount Forward		$2073.73
May 3	Geo. H. Geyer		8.34
4	W. Floel		.56
	R. L. Bloor		63.24
	Wm. E. Baker		7.63
19	T.M.Burroughs		16.01
24	R.L.Moreland		16.02
June 2	L.G. Bouscaren		4.77
5	R.R.Stevens		5.61
	Geo. H. Geyer		8.26
6	Wm. E. Baker		7.47
9	W. E. Thompson		40.00
17	T. M. Burroughs		15.85
	R. L. Moreland		15.85
July 1	Wm. E. Baker		7.31
	L. G. Bouscaren		4.67
3	R.R.Stevens		5.45
5	Leo Darden		63.00
	Geo. Geyer		8.17
18	T. M. Burroughs		15.68
	Frank Voinche		100.00
25	R. L. Moreland		15.67
	Appalachin Div.		4.50
	Gr. Rents		68.00
	Farmers Nat'l Bank		6.00
	Farmers Nat'l bank		8.00
			$2589.79

DISBURSEMENTS

To	Marvin I. Anderson, Agent Comm. on $1252.68-10%	125.27	
"	Marvin I. Anderson, Agent Comms. $103.30	10.30	
1950			
Feb. 2	Frank M. Corner, Refund Prem. on Bond	7.88 210.00	
Mar. 14	Collector Internal Rev. 1949 Income Tax	124.74	
	Comptroller of Treas. 1949 State Income Tax	59.89	
April 5	Frank M. Corner, Ex. Darden Int.	12.00	
	Appraisers Fee	35.00	
	Frank M. Corner, Exc. Refund	3.38	
	Frank M. Corner, Ex. Refund	3.94	
July 31	A.A.Co. Sanitary Comm.	7.84	
	Treas. A.A.Co. 1950 State & Co. taxes	61.25	
	M. I. Anderson, Rec. Assignments	1.50	
	Treas. A.A.Co. 1/2 1950 State & Co. taxes 25 Acres- Shore-Acres	13.40	
			676.39
	Net Income		$1913.40

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al.	:	No. 9754 Equity
	:	IN THE
	:	CIRCUIT COURT
vs:	:	
	:	FOR
FRANK M. CORNER, Individually and as Executors of the Estates of Frank Mezick, Theodore S. Corner, and Alva W. Corner, deceased, et al.	:	ANNE ARUNDEL COUNTY

Filed 30 Oct, 1950.

DECREE

Upon further consideration of this case and the Trustee's Report, Petition and Affidavit it is thereupon this 30th day of September, 1950, adjudged, ordered, and decreed by the Circuit Court of Anne Arundel County that Marvin I. Anderson, Trustee in this case be and he is hereby authorized to sell the following stocks:

1 Share Farmer's National Bank stock certificate #1503

7 Shares Farmer's National Bank stock certificate #746

referred to in the Trustee's Report and Petition, either at public or private sale for the highest price obtainable, and if at public sale, after ten days notice thereof, by a least two insertions of an advertisement thereof in some newspaper published in Anne Arundel County, and if at private sale at not less than the appraised value, without further order of this court.

And it is further adjudged, ordered and decreed that the mortgages held by this Estate be sold or collected at private sale, at not less than the amounts due thereon, without further order of this court.

And it is further adjudged, ordered, and decreed that the Trustee sell the Chesapeake Avenue property, the ½ interest in the Shore Acres property, and the 1/3 interest in the ground rents in Baltimore City belonging to this Estate and referred to in the Trustee's Report and Petition, and the course and manner of his proceedings shall be as follows:

He shall proceed to give at least three weeks notice by advertisements, inserted in some newspaper or newspapers published in Anne Arundel County; (and as to the ground rents in Baltimore City, notice by advertisements, inserted in some newspaper published in Baltimore City), as he shall think proper, of the time, place, manner and terms of sale, which shall be for cash, or at a private sale, which ever said trustee may deem most advantageous, at a sum not less than the appraised value, without the further order of this court, and as soon as may be convenient after any such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings, relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on the payment of the whole purchase money (and not before), the said trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her, or to them sold, free, clear and discharged from all claim of the parties thereto, complainants and defendants, and those claiming by, from or under them or either of them. And the said trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court.

Sam Cross,
Judge.

TRUSTEES' SALE

OF

403 Chesapeake Avenue
Eastport, Anne Arundel County

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in a cause in said Court pending, in which Margaret Ridout, et al, are plaintiffs and Frank M. Corner, et al, are defendants, 9754 Equity, the undersigned Trustee will sell at Public Auction at the Court House Door,

TUESDAY, NOVEMBER 28, 1950

at 11:00 o'clock a. m.

all that lot of ground situate on the southeast side of Chesapeake Avenue in the village of Eastport, in the Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 36 feet and a uniform depth of 164 feet.

Being the same property which was conveyed to Reverend Frank Mezick by Ridgely P. Melvin, Assignee, by deed dated December 31, 1936 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 159, folio 94.

Improved by a two story frame house with attic, consisting of kitchen, dining room, living room and porch on the first floor and three bedrooms and bath on the second floor.

TERMS OF SALE: Cash upon ratification of sale. A deposit of Five Hundred Dollars will be required of the purchaser on the day of sale; balance of purchase money to bear interest from date of sale, taxes and expenses to be adjusted to day of sale.

For particulars, apply Marvin I. Anderson, Trustee.

Marvin I. Anderson, Trustee

George Scible, Auctioneer

(over 2)

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This is to certify that we I have this day purchased at public auction from Marvin I. Anderson, Trustee, the property herein described at and for the sum of Thirty-one hundred fifty Dollars and agree to comply with the terms of sale.

Witness my hand and seal this 28th day of November, 1950.

Filed 30 Nov, 1950

Witness:

Marvin I. Anderson

Royal H. Wigley (SEAL)

15 School St. (Seal)

Louise R. Wigley (SEAL)

This is to certify that I have this day sold at public auction for Marvin I. Anderson, Trustee, the property herein described to Royal H. Wigley & Louise R. Wigley, his wife, at and for the sum of Thirty one hundred and fifty Dollars they being at that price the highest bidders therefor.

Witness my hand and seal this 28th day of November, 1950.

Witness:

Marvin I. Anderson

George W. Scible (SEAL)

George W. Scible, Auctioneer

7 am
25 fr

(mer)

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al.	*	NO. 9754 Equity
	*	IN THE
	*	CIRCUIT COURT
vs:	*	FOR
	*	ANNE ARUNDEL COUNTY
FRANK M. CORNER, Individually and as Executors of the Estate of Frank Mezick, Theodore S. Corner, and Alva W. Corner, deceased, et al.	*	

* * *

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Marvin I. Anderson, Trustee appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by hand-bills set up at the Court House Door in the city of Annapolis, Maryland, and circulated in Anne Arundel County, for more than three successive weeks before the day of sale, he did, pursuant to said notice, attend, in person, at the Court House Door, in the city of Annapolis, on Tuesday, November 28, 1950, at 11 o'clock A.M., the time and place so advertised, and then and there proceeded to sell all that lot of ground situate on the southeast side of Chesapeake Avenue in the village of Eastport, in the Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 36 feet and a uniform depth of 164 feet. Being the same property which was conveyed to Reverened Frank Mezick by Ridgely P. Melvin, Assignee, by deed dated December 31, 1936 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 159, folio 94, and sold the same to ROYAL H. WIGLEY and LOUISE R. WIGLEY, his wife, at and for the price of Three thousand one hundred fifty dollars ($3150.00), they being then and there the highest bidders therefor.

Filed 30 Nov, 1950

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And your Trustee files herewith copy of hand-bill, the agreement of purchaser and certificate of auctioneer.

The price obtained for the property is fair and reasonable and ratification of sale as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson
TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 29 day of November, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared MARVIN I. ANDERSON, TRUSTEE, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that said sale was fairly made.

As witness my hand and seal Notarial.

Myrtle Sturm
Notary Public

THIS AGREEMENT, Made this 7th day of December nineteen hundred and fifty, between MARVIN I. ANDERSON, Trustee of the Estate of Lilly C. Mezick, of the first part and FRANK M. CORNER, of the second part.

WITNESSETH, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying and being in Baltimore City:

1. A one-third interest in and to the following ground rents. All that lot of ground described in a Lease from Frederick Littig Shaffer and Catherine A. L. Shaffer, his wife, to Thomas Lovegrove, dated November 10th, 1853, and recorded among the Land Records of Baltimore City in Liber E. D. No. 47, folio 201. Said property located on Eastern Avenue and subject to ground rent of $150.00.

2. A one-third interest in all those lots of ground described in the following four Leases, all thereof from Frederick Littig Shaffer and wife, the first to Joseph Glenn, dated March 20th, 1869, and recorded among the aforesaid Land Records in Liber G. R.No. 415, folio 73. The second thereof to Frances Ann Bailey dated January 5th, 1869, and recorded among the aforesaid Land Records in Liber G.R.No. 405, folio 269. The third thereof to Workingman's Mutual Co-Operative Association dated February 17th, 1869, and recorded among the aforesaid Land Records in Liber G.R. No.412, folio 472. The fourth thereof to Charles R. Steeger, dated February 4th, 1869, and recorded among the aforesaid Land Records in Liber G.R.No.409, folio 175. Said properties known as Nos. 1821, 1823, 1825, 1827 East Fairmount Avenue and subject to ground rent of $42.00 each.

3. A one-third interest in all that lot of ground described in a Lease from Frederick Littig Shaffer et al to Frederick William Bauer, dated January 22, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 407, folio 278. Said property known as No. 1829 East Fairmount Avenue and subject to ground rent of $45.00.

4. A one-third interest in all those lots of ground described in the three following leases all from Frederick Littig Shaffer and

Filed 20 Dec., 1950

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wife, the first thereof being dated June 16, 1869, and recorded among the aforesaid Land Records in Liber G. R. No. 426, folio 242, to Frederick Kohne, The second thereof dated April 30, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 420, folio 365, to Charles Niedergesass. And the third thereof being dated July 29, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 431, folio 322, to Jacob France and wife. Said properties known as Nos. 5, 7, and 11 North Durham Street and subject to ground rent of $22.16 2/3 each.

At and for the price of Two thousand three hundred ninety-five ($2395.00) Dollars, of which Five hundred ninety-eight dollars and seventy-five cents ($598.75) have been paid prior to the signing hereof and the balance to be paid as follows:

Upon ratification of the sale by the Circuit Court for Anne Arundel County, with interest at 6%.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey said one-third undivided interest in the property by a good and merchantable title to the Vendee.

Rent to be adjusted to date of this agreement. Stamp taxes and expenses in connection with transfer to be paid for by the Vendee.

This sale is made subject to the ratification by the Circuit Court of Anne Arundel County.

Witness our hands and seals.

Myrtle A. Turner

David L. Anderson (SEAL)
Trustee

Frank M. Corner (SEAL)

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al.	*	No. 9754 Equity
	*	IN THE
vs:	*	CIRCUIT COURT
	*	FOR
FRANK M. CORNER, Individually and as Executors of the Estate of Frank Mezick, Theodore S. Corner, and Alva W. Corner, Deceased, et al.	*	ANNE ARUNDEL COUNTY

* * *

Filed 20 Dec., 1950

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Marvin I. Anderson, Trustee appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That under date of October 6, 1950 he invited private bids on the one-third undivided interest in the properties hereinafter set forth, from each of the interested parties, that pursuant thereto he received an offer from Frank M. Corner to purchase the one-third undivided interest in said properties hereinafter set forth in the amount of $2395.00. That said offer is slightly more than the appraised value of said properties and your Trustee believes the price offered is fair and reasonable and the ratification of said sale as made is recommended; copy of the contract of sale is attached hereto.

That the properties mentioned above are as follows:

An undivided one-third interest in and to the following described properties.

Ground rent of $150.00 issuing out of property on Eastern Avenue: Payable semi-annually January 1 & July 1:

BEGINNING for the same on the north side of Eastern Avenue (formerly called Wilk Street) at the distance of 74 feet 4 inches westerly from the northwest corner or intersection of Eastern Avenue and Spring Street, and running thence westerly binding on Eastern Avenue about 17 feet to the lot of ground belonging to the Home

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Mission Chapel, thence northerly bounding on that lot and on the adjoining lot 215 feet to a point distant 85 feet southerly from the south side of Bank Street, thence easterly parallel with Bank Street 91 feet 3 inches to the west side of Spring Street, thence southerly binding on said street about 34 feet to the outline of Littig's ground, and thence southwesterly on said Littig's outline to the place of beginning.

BEING the same lot of ground described in a Lease from Frederick Littig Shaffer and Catherine A. L. Shaffer, his wife, to Thomas Lovegrove, dated November 10, 1853, and recorded among the Land Records of Baltimore City in Liber E.D. No. 47, folio 201.

Four ground rents of $42.00 each, issuing out of premises now known as Nos. 1821, 1823, 1825 and 1827 East Fairmount Avenue: Payable semi-annually on May 1 and November 1:

BEGINNING for the same on the south side of Fairmount Avenue (formerly Hampstead Hill Street) at the respective distances of 57 feet, 43 feet, 29 feet and 15 feet west of the intersection formed by the south side of Fairmount Avenue and the west side of Wolfe Street, each of said points of beginning being in the center lines of partition walls there situate; and each running westerly from its point of beginning 14 feet to the center of another partition wall with a depth of even width of 100 feet, more or less.

BEING the same lots of ground described in the following four Leases, all thereof from Frederick Littig Shaffer and wife, the first to Joseph Glenn, dated March 20, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 415, folio 73. The second thereof to Frances Ann Bailey dated January 5, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 405, folio 269. The third thereof to Workingman's Mutual Co-Operative Association dated February 17, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 412, folio 472. The fourth thereof to Charles R. Steeger, dated February 4, 1869, and recorded among the aforesaid Land Records in Liber G. R. No. 409, folio 175.

$45.00 ground rent issuing out of premises now known as No. 1829 East Fairmount Avenue: payable semi-annually on May 1 and November 1:

BEGINNING for the same at the corner formed by the intersection of the south side of Fairmount Avenue(formerly Hampstead Hill Street) and the west side of Wolfe Street, and running thence westerly binding on Fairmount Avenue 15 feet to the center of the partition wall between the house erected on the ground now being described and that thereto adjoining and west thereof, thence southerly passing through the center of said partition wall and continuing the same course parallel with Wolfe Street in all 100 feet or thereabouts to a brick house there situate; thence easterly parallel with Fairmount Avenue 15 feet to Wolfe Street, and thence northerly binding on Wolfe Street 100 feet to the place of beginning.

BEING the same lot of ground described in a Lease from Frederick Littig Shaffer et al. to Frederick William Bauer, dated January 22, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 407, folio 278.

Three annual rents of $22.16 2/3 each, issuing and payable out of premises known as Nos. 5, 7 and 11 North Durham Street: payable semi-annually on May 1st and November 1st:

BEGINNING for the same on the east side of Durham Street at the respective distances of 110 feet, 121 feet 1 inch and 143 feet 3 inches north from the corner formed by the intersection of the east

side of Durham Street and the north side of Baltimore Street, each extending northerly for a distance of 11 feet 1 inch to the center of partition walls there situate, and each extending easterly for a depth of even width of 59 feet to the center of a 10 foot alley.

BEING the same parcels of ground described in the three following leases all from Frederick Littig Shaffer and wife, the first thereof being dated June 16, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 426, folio 242, to Frederick Kohne. The second thereof dated April 30, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 420, folio 365, to Charles Niedergesass. And the third thereof being dated July 29, 1869, and recorded among the aforesaid Land Records in Liber G.R. No. 431, folio 322, to Jacob France and wife.

All of which is respectfully submitted.

Marvin I. Anderson
TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ToWit:

I hereby certify that on this 20 day of December 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared MARVIN I. ANDERSON, TRUSTEE, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that said sale was fairly made

As witness my hand and seal Notarial.

Myrtle C. Turner
Notary Public

LIBER 74 PAGE 328

ORDER NISI

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al

versus

FRANK M. CORNER, Individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9754 Equity

Filed 30 Nov., 1950.

Ordered, this 30 day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee, ~~X~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 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 9 day of January next.

The report states that the amount of sales to be $ 3150.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

ORDER I
IN THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY
No. 9754 Equity
MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al
Vs.
FRANK M. CORNER, Individually and as Executor of the Estate of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al.

Ordered, this 30th day of November, 1950, That the sale of the Real Estate in those Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of January next.

The report states that the amount of sales to be, $3,150.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.

d-28

Filed 16 Jan., 1951

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 16, 1951

We hereby certify, that the annexed

Order Nisi Eq. #9754

Margaret Ridout

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of January, 1951. The first insertion being made the 7th day of December, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

No. MG. 3677

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TEST:.....Clerk.

(Final Order)

LIBER 74 PAGE 329

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al

versus

FRANK M. CORNER, Individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al

.....Term, 19

Filed 16 Jan., 1951

ORDERED BY THE COURT, This 16th day of January, 1951 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

=4

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ORDER NISI

LIBER 74 PAGE 330

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al.

versus

FRANK M. CORNER, Individually and as Executors of the Estate of Frank Mezick, Theodore S. Corner, and Alva W. Corner, Deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9754 Equity

Filed 20 Dec., 1950.

Ordered, this 20 day of December, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 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 22 day of January next.

The report states that the amount of sales to be $ 2395.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9754 Equity
MARGARET RIDOUT, Individually and as Executrix of the Estate of CARRIE CORNER RIDOUT and CHARLES D. RIDOUT, deceased, et al

Vs.

FRANK M. CORNER, Individually and as Executors of the Estate of FRANK Mezick, THEODORE S. CORNER, and ALVA W. CORNER, Deceased, et al.

Ordered this 20th day of December, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of January next.

The report states that the amount of sales to be $2,395.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

j-12

Filed 6 Feb., 1951

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 30, 1951

We hereby certify, that the annexed Order Nisi, Eq. #9754, Rpt. of Sale, Margaret Ridout vs. Frank M. Corner

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of January, 19 . The first insertion being made the 22nd day of December, 19 50

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

No. E. C.

40

TEST:.....Clerk.

(Final Order)

Filed 6 Feb, 1951.

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al.

versus

FRANK M. CORNER, Iidividually and as Executors of the Estate of Frank Mezick, Theodore S. Corner, and Alva W. Corner, Deceased, et al.

LIBER 74 PAGE 331
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

ORDERED BY THE COURT, This 6th day of February, 1951 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout, and Charles D. Ridout, deceased, et al.	*	NO. 9754 EQUITY
	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
FRANK M. CORNER, Individually and as Executors of the Estate of Frank Mezick, Theodore S. Corner, and Alva W. Corner, deceased, et al.	*	
	*	

* * *

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Marvin I. Anderson, Trustee appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That acting under and by virtue of the decree of this Court dated September 30, 1950, he invited private bids on the property known as the Shore Acres property and sold the one-half undivided interest of this Estate, subject to the approval of this Court to Meyer W. Gilden and wife for the sum of $625.00.

That the other one-half undivided interest is owned by the Estate of Frank Mezick and the Executor of that Estate has likewise agreed to sell the other one-half undivided interest to the said Meyer W. Gilden and wife, subject to the ratification of the Orphans Court of Anne Arundel County, all of which will be seen by referring to the contract attached hereto.

That the offer is slightly more than the appraised value of said property and your Trustee believes the price offered is fair and reasonable and ratification of sale as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 14 day of March

Filed 15 Mar., 1951

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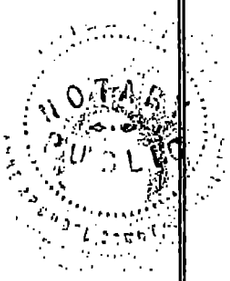
1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared MARVIN I. ANDERSON, TRUSTEE, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that said sale was fairly made.

As Witness my hand and seal Notarial.



Myrtle Harm
NotaryPublic

THIS AGREEMENT, Made this 12th day of March, in the year Nineteen hundred and fifty-one between MARVIN I. ANDERSON, Trustee of the Estate of Lillie C. Mezick, party of the first part and FRANK M. CORNER, Executor of the Estate of Frank Mezick, party of the second part and MEYER W. GILDEN and SADIE R. GILDEN, his wife, parties of the third part.

WITNESSETH, That the said parties of the first and second part do hereby bargain and sell unto the said parties of the third part, and the latter does hereby purchase from the former the following described property situate, lying and being in the Third Election District of Anne Arundel County, Maryland.

1. All that lot of ground conveyed by Ridgely P. Melvin, Assignee, et al to Reverend Frank Mezick by deed dated January 23, 1934 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 123 folio 418 and said to contain ten (10) acres, more or less.

2. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, which was conveyed by Ridgely P. Melvin, Assignee, et al to Reverend Frank Mezick by deed dated January 23, 1934 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 123 folio 417 and said to contain fifteen (15) acres, more or less.

A one-half undivided interest in and to the above described property being vested in the said Marvin I. Anderson, Trustee under and by virtue of a decree of the Circuit Court for Anne Arundel County passed in #9754 Equity and which said one-half undivided interest was decreed to be sold by order of said Court dated September 30, 1950, at public or private sale, subject to the ratification of said Court.

The other one-half undivided interest is vested in Frank M. Corner, Executor of the Last Will and Testament of Frank Mezick, which said Will has been admitted to probate in the

Filed 15 Mar., 1951

Orphans Court for Anne Arundel County and in said Will the Executor was given full power and authority to sell said real estate.

At and for the price of One thousand two hundred fifty ($1250.00) dollars, of which Five hundred ($500.00) dollars has been paid prior to the signing hereof and the balance to be paid as follows: Upon ratification by the Circuit Court of Anne Arundel County with interest at six (6%) percent as to the one-half undivided interest of the Trustee and upon ratification by the Orphans Court for Anne Arundel County as to the other one-half undivided interest sold by the Executor of Frank Mezick under the power of sale contained in the Will.

AND upon payment as above of the unpaid purchase money a deed for the property shall be executed at the vendee's expense by the vendors, which shall convey said property by good and merchantable title to the vendee.

Stamp, taxes and expenses in connection with the transfer to be paid by the vendee.

This sale is made subject to the ratification of the Circuit Court of Anne Arundel County and the Orphans Court of Anne Arundel County as herein before specified.

Witness there hands and seals.

Witness: Marvin I. Anderson, Trustee (SEAL)

Myrtle E. Thurm — Frank M. Corner, Executor (SEAL)

Alice L. Wood — Meyer W. Gilden (SEAL)

Alice L. Wood — Sadie R. Gilden (SEAL)

ORDER NISI

LIBER 74 PAGE 336

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al

versus

FRANK M. CORNER, Individually and as Executors of the Estate of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9754 Equity

Filed 15 March, 1951

Ordered, this 15 day of March, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 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 16 day of April next.

The report states that the amount of sales to be $ 625.00.

John H. Hopkins, 3rd Clerk.

True Copy,

4 4

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9754 Equity

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout deceased, et al

versus

FRANK M. CORNER, Individually and as Executors of the Estate of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al

Ordered this 15 day of March 1951. That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 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 16 day of April next.

The report states that the amount of sales to be $625.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd, Clerk.

Filed 17 Apr., 1951

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 9754

Margaret Ridout

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 1951. The first insertion being made the 16th day of March, 1951

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 250

By

45

(Final Order)

LIBER 74 PAGE 337

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al

versus

FRANK M. CORNER, Individually and as Executors of the Estate of Frank Mezick, Theodore S. Corner, and Alva W. Corner, deceased, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 17 Apr., 1951

ORDERED BY THE COURT, This 17th day of April, 1951, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout, and Charles D. Fidout, deceased, et al.	:	NO. 9754 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
FRANK M. CORNER, Individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al.	:	

: : :

PETITION FOR FEE

To the Honorable, the Judges of said Court:

The Petition of Marvin I. Anderson, Trustee in the above entitled case, respectfully shows:

That Lillie C. Mezick died testate a resident of Nelson County, Virginia, July 6, 1920 and devised her property to her husband, Rev. Frank Mezick, for life and at his death to Carrie Ridout and Theodore S. Corner, her sister and brother. The estate in Rev. Mezick's hands at that time amounted to $38,742.18. Rev. Mezick died testate on April 16, 1949 and by his books it appeared that his wife's estate, consisting of stocks, mortgages and ground rents, were still in his possession although some of the assets stood in his name. After the death of Lillie C. Mezick as aforesaid, Carrie Corner Ridout and her husband died as well as Theodore S. Corner, Theodore M. Corner and Thomas J. Corner so that at the time of filing this suit there were numerous heirs. After several meetings with the heirs and your Trustee it was decided by all of the interested parties that a Bill in Equity would be necessary to construe the will and to make proper settlement of her estate.

Thereafter the Bill of Complaint in this case was filed on the 1st day of August , 1949 by Margaret Ridout and C. Corner Ridout against all of the other heirs in their representative and individual capacities. That your petitioner filed Answers for all

Filed 5 July, 1951.

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eleven (11) defendants, prepared petitions for the appointment of a Guardian Ad Litem for the infant defendant; went to Baltimore and examined the records in the Orphans Court of Baltimore City for the purpose of determining whether Charlotte T. Corner had filed an election to take dower; appeared at the taking of testimony in the case; examined titles to the Chesapeake Avenue property and the ten acre lot at Shore Acres and the fifteen acre lot at Shore Acres; prepared a trial brief on the law of the case involving the construction of the will, accounting and taxes.

That on the 26th day of January, 1950, he was appointed Trustee in this case under bond in the amount of $40,000.00 and has acted as both Trustee and Attorney in the matter thereafter. Subsequently, he prepared numerous petitions for the transfer of assets from the Estate of Frank Mezick to that of Lillie C. Mezick and vice versa; prepared two reports listing assets and income of the estate; prepared the inventory filed in this estate, consulted with the Court and prepared the several decrees filed in this case; prepared advertisements and conducted the public sale of the Chesapeake Avenue property, prepared the Report of Sale in connection therewith. Prepared a contract of sale of the one-third interest in the ground rents in Baltimore City and the Report of Sale in connection therewith. This contract and report covered the interest of the estate in nine houses. He further, sold and prepared the contract of sale of the Shore Acres property and the Report of Sale thereon.

That he has prepared and filed Fiduciary Federal Income Tax reports for the years of 1949 and 1950 as well as the State Fiduciary Income Tax report for the years 1949 and 1950. That he has rendered numerous other legal services including the examination of various Virginia, Maryland and Federal Tax Laws in connection with the estate and will be required to render still further services in preparation and filing of the final Federal and State Fiduciary returns, make distribution under the jurisdiction of this Court.

That the net amount to be distributed is approximately $47,850.37 . That all of said services inured to the benefit of all the parties interested and your petitioner has received no compensation for the legal services rendered by him in the case.

Therefore, your petitioner prays the Court to pass an order allowing him such a fee for his legal services rendered as may be deemed proper under the circumstances.

And as in duty, etc.

Marvin I. Anderson
Petitioner

We the undersigned, members of the Anne Arundel County Bar, in consideration of the amount involved and the time consumed, responsibility involved and the diligence with which counsel has handled the case, do hereby certify that, in our opinion, the sum of Two Thousand —— is a fair and reasonable fee to be allowed for his legal services in this case.

Samuel G. Macaluso
George Tillman
Winson [illegible]
R. [illegible]

ORDERED by the Circuit Court for Anne Arundel County in Equity, this 5th day of ~~June~~ July, 1951, that Marvin I. Anderson, be and he is hereby allowed the sum of Two Thousand Dollars as and for a fee for legal services in the above entitled case, subject, to all proper exceptions.

James Clark A.J.

Filed 5 July, 1951.

LIBER 74 PAGE 341

MARGARET RIDOUT, et. al.,	*	NO. 9754 EQUITY
Plaintiffs,	*	IN THE
vs.	*	CIRCUIT COURT
FRANK M. CORNER, et. al.,	*	FOR
Defendants,	*	ANNE ARUNDEL COUNTY

* * * * * * *

PETITION AND ORDER

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of C. Osborne Duvall, Solicitor for Plaintiffs, respectfully represents unto Your Honors:

1. That your petitioner prepared the Bill of Complaint filed on behalf of the Plaintiffs, and in connection therewith examined numerous authorities to determine applicable legal principles.

2. That your petitioner consulted with the Court at Ellicott City, Maryland, with repect to this case, and since the filing of the Bill of Complaint has, on numerous occasions, held consultations with his clients and with the Trustee appointed by this Honorable Court.

WHEREFORE, your petitioner prays that he may be allowed a fair and reasonable sum as and for a fee for services rendered in the premises.

And as in duty bound, etc.,

C. Osborne Duvall
Solicitor for Plaintiffs

Filed 5th July, 1951.

O R D E R

UPON the foregoing Petition it is this 5th day of ~~June~~ July 1951, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that C. Osborne Duvall be, and he is hereby, allowed the sum of One Hundred Dollars as and for a fee for services rendered in the premises.

James C. Clark
Judge

Filed 5th July, 1951.

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LIBER 74 PAGE 342

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout and Charles D. Ridout, deceased, et al.	*	NO. 9754 EQUITY
	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
FRANK M. CORNER, Individually and as Executors of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al.	*	
	*	

* * *

TRUSTEE'S SECOND REPORT AND PETITION

Filed 5 July, 1951

The Report and Petition of Marvin I. Anderson, Trustee under Decree of this Honorable Court, in the above entitled case, respectfully shows:

1. That he has on hand in this Estate the sum of $47,850.37 as shown by the attached itemized statements.

2. That he has disposed of all the known assets of the Estate in accordance with the Decree previously passed in this case.

3. That the Trustee in this case has rendered considerable service in connection to the Estate as will be seen by reference to the various papers and accounts and reports filed in the case.

4. That the Trustee be allowed such commissions as may be commensurate with the responsibility and service rendered.

5. That he recommends that the papers in this case be referred to the Court Auditor for the purpose of stating a first account in accordance with the Courts Decree herein and such further instructions as the Court may deem proper and retaining, however, the sum of Five thousand ($5,000.00) dollars to cover any taxes, Federal and State, that may hereafter be determined or emergencies that may arise in the future.

Marvin I. Anderson

Marvin I. Anderson, Trustee

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20 day of June, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Marvin I. Anderson, Trustee of the Estate of Lillie C. Mezick, deceased, and made oath in due form of law that the matters and facts stated in the aforegoing Report and Petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Myrtle Sturm
Notary Public

NOTARIAL SEAL PUBLIC ANNE ARUNDEL CO. MD.

SUMMARY

RECEIPTS

Amt. cash rec'd from Frank M. Corner, Executor Frank Mezick as shown by ledger		4073.07
Amt. rec'd collection Whitehead note	$1000.00	
Interest on same	135.00	1135.00
Amt. rec'd from sale U.S. Gov. Bond		800.00
Amt. rec'd from sale Appalachin Stock		444.00
Principal mortgage net 4/16/49 See Statement No. 1		131.31
Amt. of collection of principal mortgages net 12/31/49 See Statement No. 2		2450.86
Amt. collections of principal mortgages 12/31/50 See Statement No. 3		8802.75
Amt. collections of principal mortgage 6/8/51 See Statement No. 4		2187.78
Amt. of income collected to 12/31/49 net See Statement No. 5		1127.41
Income rec'd. 12/31/50 See Statement No. 6		1976.50
Income rec'd 1/1/51 to 6/8/51 See Statement No. 7		748.90
Amt. rec'd Farmers Nat'l. Bank Stock		360.00
Amt. rec'd 403 Chesapeake Avenue		3152.36
Amt. rec'd Ground Rents		2418.46
Amt. rec'd one half Shore Acres		623.82
		$ 49,732.22

DISBURSEMENTS

12/31/50--Disbursement for year 1950 See Statement No. 6-A	1401.20
6/8/51--Disbursement for year 1/1/51 to 6/8/51 See Statement 7-A	470.65
	$ 1871.85

	Receipts as above	$ 49,732.22
	Less disbursements as above	1,881.85
	Total amount in hands of Trustee	$ 47,850.37

Bank Balance	$27,313.96	
Amt. deposited	20,538.93	
	47,852.89	
Less refund ck.	2.52	
June 8, 1951	$ 47850.37	$ 47,850.37

Statement No. 1

April 16, 1949

Mezick-Account

Collections of principals on mortgages from April 1, 1949 to April 16, 1949-date of death of Frank Mezick.

		Principal	
April 1		L. G. Bouscaren	18.86
	2	Ralph L. Bloor	37.16
	4	Wm. E. Baker	30.34
	4	Geo. Geyer	15.61
	5	Raymond R. Stevens	36.25
			$ 138.22

Collection-5% on $138.22	6.91	
To Marvin I. Anderson, Trustee Lillie C. Mezick Estate	131.31	
	$ 138.22	$ 138.22

Statement No. 2

Estate of Lillie C. Mezik

Collection of principal payments on mortgages from April 16, 1949 to December 31, 1949.

1949

April	20	Frank Scalzetti	$ 32.17
	23	R. L. Moreland	31.85
	25	Carl Turner	50.00
	25	Ralph Bloor	37.31
May	2	Louis G. Bouscaren	18.95
	2	R. R. Stevens	36.40
	2	George H. Geyer	15.69
	3	Agostino DiMaggio	100.00
	3	William E. Baker	30.48
	24	Frank G. Scalzetti	32.34
	24	R. L. Moreland	32.01
	24	Carl Turner	50.00
	26	Willard Floel	87.66
June	1	Louis G. Bouscaren	19.05
	1	R. R. Stevens	36.55
	1	George Geyer	15.76
	1	William E. Baker	30.64
	1	Ralph L. Bloor	37.47
	15	Carl Turner	50.00
	15	Frank G. Scalzetti	32.50
	24	Randolph L. Moreland	32.17
July	1	Louis G. Bouscaren	19.15
1	1	Raymond R. Stevens	36.71
	1	Raymond Neudecker	88.39
	5	George Geyer	15.85
	6	William E. Baker	30.79
	11	Ralph Bloor	37.62
	18	Agostino DiMaggio	50.00
	21	Frank Scalzetti	32.65
	25	Randolph L. Moreland	32.33
	27	Carl Turner	50.27
August	1	Raymond R. Stevens	36.86
	3	George H. Geyer	15.91
	3	William E. Baker	30.94
	3	Louis G. Bouscaren	19.24
	22	Frank G. Scalzetti	32.82
	24	Randolph L. Moreland	32.50
	24	Ralph L. Bloor	37.78
	25	Willard Floel	88.74
	25	Carl Turner	50.00
September	2	Louis G. Bouscaren	19.34
	2	Raymond R. Stevens	37.01
	2	George H. Geyer	16.00
	8	Edwin Rolker	100.00
	9	William E. Baker	31.10
	21	Frank Scalzetti	32.99
	22	Randolph L. Moreland	32.65
October	1	Louis G. Bouscaren	19.43

Statement No. 2

Estate of Lillie C. Mezik

Collection of principal payments on mortgages from April 16, 1949 to December 31, 1949.

1949

October 3	Raymond R. Stevens	$ 37.17
3	George H. Geyer	16.09
5	Ralph L. Bloor	37.94
5	William E. Baker	31.25
5	Carl Turner	50.00
6	Raymond Neudecker	9.71
20	Randolph L. Moreland	32 .82
24	Frank Scalzetti	33.15
November 2	Louis G. Bouscaren	19.58
2	Raymond R. Stevens	37.32
2	Ralph L. Bloor	38.10
2	George H. Geyer	16.17
7	William E. Baker	31.41
7	Carl Turner	53.00
22	Frank G. Scalzetti	33.31
25	Randolph L. Moreland	32.99
28	Willard Floel	89.88
December 2	Louis G. Bouscaren	19.63
2	George H. Geyer	16.25
2	William E. Baker	31.57
21	Randolph L. Moreland	33.15
22	Frank Scalzetti	33.48
22	Carl E. Turner	50.60
23	Ralph L. Bloor	38.26
		$2658.90

Less:

Amount due the Estate of Frank Mezick as follows:

DiMaggio mortgage			
May 3, 1949	$ 100.00		
July 18, 1949	50.00		
1/5 interest	$ 150.00	$ 30.00	
Neudecker mortgage			
July 2, 1949	$ 188.39		
October 16, 1949	9.71		
1/2 interest	$ 98.10	$ 49.05	
			$ 79.05
			$2,579.85 ✓
Commissions to Marvin I. Anderson @ 5 %			128.99
			$2,450.86

Estate of Frank Mezick, as above	$ 79.05
Less: collections five per cent to M. I. A.	-3.95
Check to Frank M. Corner, executor	$ 75.10

Statement No. 3

Lillie C. Mezick Estate

Collections of principal payments on mortgages from January 1, 1950 to December 31, 1950

1950

Jan	4	L. G. Bouscaren	19.73
		Raymond R. Stevens	66.95
	5	William E. Baker	31.73
		George H. Geyer	16.33
	6	Agostino Di Maggio	120.00
	20	Frank Scalzetti	33.65
	27	Carl E. Turner	50.00
	31	Wheatley E. Ward	1,000.00
Feb	1	R. R. Stevens	37.76
	2	L. G. Bouscaren	19.83
	3	George H. Geyer	16.41
	6	William E. Baker	31.89
	23	Frank G. Scalzetti	33.82
Mar	1	L. G. Bouscaren	19.92
		Willard Floel	91.02
	2	R. L. Moreland	33.48
	3	R. R. Stevens	38.91
		George H. Geyer	16.49
	4	William E. Baker	32.05
	6	Edwin Rolker	100.00
		Neudecker-Luckett	1,004.86
		Carl E. Turner	50.11
	28	R. L. Moreland	33.65
	31	L. G. Bouscaren	20.02
Apr	4	William E. Baker	32.21
		Carl E. Turner	50.00
	5	George H. Geyer	16.58
	22	R. L. Moreland	33.82
May	1	L. G. Bouscaren	20.13
		R. R. Stevens	76.16
	2	Carl E. Turner	79.29
	3	George H. Geyer	16.66
	4	Willard G. Floel	1058.81
		William E. Baker	32.37
	9	R. L. Bloor	4.76
	19	T. M. Burroughs	33.99
	24	R. L. Moreland	33.98
June	2	L. G. Bouscaren	20.23
	5	R. R. Stevens	38.39
		George H. Geyer	16.74
	6	William E. Baker	32.53
	17	T. M. Burroughs	34.15
	19	R. L. Moreland	34.15
July	1	W. E. Baker	32.69
	3	L. G. Bouscaren	20.33
		R. R. Stevens	38.55
	5	George H. Geyer	16.83
	18	T. M. Burroughs	34.32
	25	R. L. Moreland	34.33
		To correct error in difference between inventory and balance due on mortgages	.04
			$4,760.65

Statement No. 3 (cont'd)

Balance brought forward		$4,760.65
1950		
Aug 2	L. G. Bouscaren	20.43
2	R.R. Stevens	38.72
4	George H. Geyer	16.91
4	Wm. E. Baker	32.85
18	T. M. Burroughs	34.50
25	R. L. Moreland	34.50
31	L. G. Bouscaren	20.53
Sep 6	Geo. H. Geyer	16.99
8	Edwin Rolker	100.00
9	Wm. E. Baker	33.02
13	T. M. Burroughs	34.67
22	R. L. Moreland	34.67
26	Benjamin G. Beard	175.00
Oct 2	L. G. Bouscaren	20.63
2	Raymond Stevens	59.75
3	Geo. H. Geyer	17.07
4	Wm. E. Baker	33.18
7	R. L. Bloor	183.29
18	T. M. Burroughs	34.85
27	R. L. Bloor	39.20
Nov 1	L. G. Bouscaren	20.73
Oct26	R. L. Moreland	34.85
Nov 6	R. R. Stevens	1170.25
6	Wm. E. Baker	33.35
6	Geo. H. Geyer	17.16
21	Geo. H. Geyer	1550.86
21	T. M. Burroughs	35.02
27	R. L. Moreland	35.02
28	R. L. Bloor	39.36
Dec 1	L. G. Bouscaren	20.84
4	Wm. E. Baker	33.52
18	T. M. Burroughs	35.19
26	R. L. Moreland	35.19
	TOTAL	$8,802.75

Statement No. 4

Estate of Lillie C. Mezick

Collection of principal payments on mortgages from January 1, 1951 to June 8, 1951.

1951			
January	2	Louis G. Bouscaren	$ 20.94 ✓
	5	William E. Baker	33.69
	6	Ralph L. Bloor	39.53
	17	Thomas M. Burroughs	35.37
	24	Randolph L. Moreland	35.37
February	1	Louis G. Bouscaren	21.05 ✓
	2	William E. Baker	33.85
	14	Ralph L. Bloor	39.69
	22	Thomas M. Burroughs	35.55
	24	Randolph L. Moreland	35.55
March	1	Louis G. Bouscaren	21.16 ✓
	6	William E. Baker	34.02
	13	Edwin Rolker	100.00
	13	Thomas M. Burroughs	85.72
	15	Ralph L. Bloor	39.86
	24	Randolph L. Moreland	35.72
April	2	Louis G. Bouscaren	21.26 ✓
	3	Ralph L. Bloor	40.02
	6	William E. Baker	34.19
	18	Thomas M. Burroughs	86.16
	25	Randolph L. Moreland	35.90
May	2	Louis G. Bouscaren	21.36 ✓
	6	William E. Baker	34.36
	19	Thomas M. Burroughs	86.59
	24	Randolph L. Moreland	36.08
June	1	Louis G. Bouscaren	21.47 ✓
	4	William E. Baker	34.53
	7	Ralph L. Bloor	40.19
June	8	Louis G. Bouscaren mortgage	684.27
	8	Joseph W. Cook mortgage	1,500.00
	8	Leo J. Darden mortgage	2,100.00
	8	William E. Baker mortgage	1,059.15
	8	Ralph L. Bloor mortgage	6,635.18
	8	E. Thompson mortgage	2,000.00
	8	Thomas M. Burroughs mortgage	2,597.11
	8	Benjamin Gott Beard mortgage	725.00
	8	Edwin Rolker, mortgage	300.00
	8	Randolph L. Moreland	2,747.89
			$21,487.78

Statement No. 5

Lillie C. Mezick Estate

Collections of Income from April 16, 1949 to December 31, 1949

1949			
April	20	Frank Scalzetti- bal. Int.	$14.29
	23	Randolph L. Moreland " "	12.15
	29	Ralph L. Bloor " "	27.63
May	2	R. R. Stevens	2.85
	3	Geo. H. Geyer	9.31
	3	A. DiMaggio	.75
	4	Wm. E. Baker	9.52
	2	L. G.Bouscaren, bal. Int.	2.45
	24	F. Scalzetti	17.66
	24	R. Moreland	17.99
	24	Carl Turner	2.92
	26	Willard Floel	17.34
June	1	L. G. Bouscaren	5.95
		R. R. Stevens	7.45
	2	Geo. Geyer	9.24
	6	Wm. E. Baker	9.36
	13	Ralph L. Bloor	30.53
	15	Carl Turner	2.66
	22	Frank Scalzetti	17.50
	24	R. L. Moreland	17.83
	10	Edward Thompson	12.96
July	1	L. G. Bouscaren	5.85
	1	Raymond R. Stevens	7.29
	2	Raymond Neudecker, Int.	31.61
	5	Leo Darden-Bal. int.	26.25
	5	Geo. Geyer	9.15
	6	Wm. E. Baker	9.21
	11	R. L. Bloor	30.38
	18	A. DiMaggio	1.16
	21	F. G. Scalzetti	17.35
	25	R. L. Moreland	17.67
	27	Carl Turner	2.42
Aug	1	Raymond R. Stevens	7.14
	3	Geo. Geyer	9.09
		Wm. E. Baker	9.06
		L. G. Bouscaren	5.76
	22	F. G. Scalzetti	17.18
	22	W. Ward bal. int.	21.00
	24	R. Moreland	17.50
		R. L. Bloor	30.22
		W. Floel	16.26
		Carl Turner	2.17
		B. G. Beard, bal. int.	20.25
Sept.	2	L. G. Bouscaren	5.66
		R. R. Stevens	6.99
		Geo. Geyer	9.00
		Edwin Rolker, Bal. Int.	16.62
	9	Wm. E. Baker	8.90
	13	Jos. W. Cook, bal. int.	37.46
	21	Frank Scalzetti	17.01
	22	R. Moreland	17.35
Oct.	1	L. G. Bouscaren	5.57
	3	R. R. Stevens	6.83
	4	Geo. Geyer	8.91
	5	R. L. Bloor	30.06
		Wm. E. Baker	8.75
		Carl Turner	1.92
	6	Raymond Neudecker	30.29
	20	R. L. Moreland	17.18
	24	Frank Scalzetti	16.85
Nov	2	L. G. Bouscaren	5.42
		R.R. Stevens	6.68
			819.76

Interest collected from 4/16/49 to 12/31/49 cont'd.

Amount Forward			819.76
1949			
Nov.	3	R. L. Bloor	29.90
		Geor H. Geyer	8.83
	7	Wm. E. Baker	8.59
		Carl E. Turner	1.67
	22	Frank Scalzetti	16.69
	28	Randolph Moreland	17.01
	28	Willard Floel	15.12
Dec	2	L. G. Bouscaren	5.37
		Geo. H. Geyer	8.75
		Wm. E. Baker	8.43
		W. E. Thompson	40.00
		R. L. Moreland	16.85
		Frank Scalzetti	16.52
		Carl E. Turner	1.40
	23	Leo Darden	63.00
		Ralph L. Bloor	29.74
			$1107.63

403 Chesapeake Ave. to be considered personal estate-see Opinion

May 18	rent	5/15/49 to 7/15/49	50.00	
Aug 22	"	7/15/49 to 9/15/49	50.00	
Oct 25	"	9/15/49 to 11/15/49	50.00	
Nov 25	"	11/15/49 to 1/15/50	50.00	
				200.00 — ✓
				$1307.63

Less:
The following amounts due the Estate of Frank Mezick
Neduecker mortgage

8/29/49-Int.	4/16/49 to 7/16/49	31.61		
"	7/16/49 to 10/16/49	30.29		
	1/2	$61.90	30.95	

Darden (Lorens) Mortgage
12/23/49 Interest

7/10/49 to 1/10/50		63.00		
	8/21	$63.00	24.00	54.95
				$ 1252.68 ✓

fees
Less: Collections/to M. I.A. 10% 125.27 o
To MarvinI. Anderson, Trustee, Lillie C. Mezick $1127.41

Frank Mezick Estate as above $54.95
Less 10% Collection fees 5.49
To Frank M. Corner, Executor $49.46
Frank Mezick Estate

Statement No. 6

Lillie C. Mezick Estate

Collections of income from January 1, 1950 to December 31, 1950.

1950			
Jan.	4	L. G. Bouscaren	5.27
		R.R.Stevens	13.05
	5	Wm. E. Baker	8.27
		Geo. H. Geyer	8.67
	6	A. Di Maggio	3.02
	20	F. Scalzetti	16.35
		R. L. Moreland	16.68
	27	C.E.Turner	1.14
	31	Wheatley Ward	30.00
Feb.	1	Raymond Stevens	6.24
	2	L.G.Bouscaren	5.17
	3	Geo. H. Geyer	8.59
	6	Wm. E. Baker	8.11
	19	✓F. Voinche	100.00 —
	23	F.G.Scalzetti	16.18
	28	B.G.Beard	27.00
Mar.	1	L. G. Bouscaren	5.08
		W. Floel	13.98
Feb.	23	R.R.Moreland	16.52
Mar.	2	R. Stevens	6.09
	3	Geo. H. Geyer	8.51
		Wm. E. Baker	7.95
	6	E. Rolker	18.00
		R.L.Bloor	68.00
		R. Neudecker	23.50
		Carl Turner	.89
		J.W.Cook	45.00
		R.L.Moreland	16.35
	31	L.B.Bouscaren	4.98
Apr.	4	Wm. E. Baker	7.79
		Carl E. Turner	.65
	5	Geo. H. Geyer	8.42
	22	R.L.Moreland	16.18
	26	A.J.Goodman (Scalzetti Mortgage)	34.17
May	1	L.G.Bouscaren	4.87
		R.R.Stevens	11.84
	2	Carl E. Turner	.78
	3	Geo. H. Geyer	8.34
	4	W. Floel	.56
		R.L.Bloor	63.24
		Wm. E. Baker	7.63
	19	Wm.M. Burroughs	16.01
	24	R.L.Moreland	16.02
June	2	L.G.Bouscaren	4.77
	5	R.R.Stevens	5.61
		Geo. H. Geyer	8.26
	6	Wm. E. Baker	7.47
	9	W. E.Thompson	40.00
	17	T. M. Burroughs	15.85
		R.L.Moreland	15.85
July	1	Wm. E. Baker	7.31
		L. G. Bouscaren	4.67
	3	R.R.Stevens	5.45
	5	Leo Darden	63.00
		Geo. H. Geyer	8.17
	18	T. M. Burroughs	15.68
		✓Frank Voinche	100.00 —
	25	R.L.Moreland	15.67
		Appalachin Div.	4.50 —
		✓Gr. Rents	68.00 —
		✓Farmers Nat'l Bank ~~Int~~.Div.	6.00 —
		✓Farmers Nat'L Bank Div.	8.00 —
			$ 1,109.35

Statement No. 6-Cont'd.

1950			
Aug.	2	L. G. Bouscaren	4.57
		R R.Stevens	5.28
	4	George H. Geyer	8.09
	4	William E. Baker	7.15
	18	T.M.Burroughs	15.50
	25	R.L.Moreland	15.50
	31	L.G.Bouscaren	4.47
Sept.	6	Geo. H. Geyer	8.01
	8	Edwin Rolker	15.00
	9	William E. Baker	6.98
	13	T. M. Burroughs	15.33
	14	Joseph W. Cook	45.00
	15	Benjamin G. Beard	27.00
	22	R.L.Moreland	15.33
	28	Ralph L. Bloor	68.00
Oct.	2	L.G.Bouscaren	4.37
		Raymond Stevens	10.25
	4	William E. Baker	6.82
	7	Ralph L. Bloor	96.51
	18	T.M.Burroughs	15.15
	27	Ralph L. Bloor	28.80
Nov.	1	L.G.Bouscaren	4.27
Oct.	20	R.L.Moreland	15.15
Nov.	6	R.R.Stevens	5.84
	6	Wm. E. Baker	6.65
		Geo. H. Geyer	7.84
	21	T.M.Burroughs	14.98
	27	R.L.Moreland	14.98
	28	R.L.Bloor	28.64
Dec.	1	L.G.Bouscaren	4.16
	7	W. Edward Thompson	40.00
	4	Wm. E. Baker	6.48
	18	T. M. Burroughs	14.81
	26	R.L.Moreland	14.81
Aug.	29	√Appalachin Div.	4.50 —
		√Ground Rents 8/1/50	68.00 —
	30	√Farmers Nat'l Bank Div.	8.00 —
Sept.	16	√Frank Voinche, rent	50.00 —
Nov.	2	√Frank Voinche	25.00 —
Dec.	1	√Frank Voinche	25.00 —
Oct.	3	Geo. H. Geyer	7.93
2/10/50		√Appalachin Div.	4.50 —
		√Appalachin Div.	4.50 —
		√Ground Rents	68.00 —
			$1,976.50 √

Statement No. 6-A

Lillie C. Mezick Estate

Disbursements from January 1, 1950 to December 31, 1950

1950				
Feb	29	Frank M. Corner	$	7.88 ✓
Mar	9	Marvin I. Anderson, Agent		210.00 ✓
	14	Collector Internal Revenue		124.74 ✓
Apr	4	Comptroller of Treasury		59.89 ✓
	5	Frank M. Corner, Executor		812.00 ✓
	24	Frank M. Corner, Ex. Apprs. fees		35.00 ✓
July	31	Anne Arundel Co. Sanitary Comm		7.84 ✓
	31	Treasurer A. A. Co.		61.25 ✓
	31	Marvin I. Anderson		1.50 ✓
	31	Teaasurer A.A.Co.		13.40 ✓
Nov	6	A.A.Co. Sanitary Comm.		6.00 ✓
Dec	20	Capital Gazette Press		19.68 ✓
	20	Geo. W. Scible		25.00 ✓
	20	Barrett Printing Co.		9.69 ✓
		TOTAL		$1,393.87
		2/28/50 Refund Appalachin Div		3.39
		8/23/50 Frank M. Corner, Ex. refund		3.94
				$1,401.20

Statement No. 7

Lillie C. Mezick Estate

Collections of Income from January 1, 1951 to June 8, 1951.

1951			
Jan	2	L. G. Bouscaren	4.06
	3	Leo Darden	63.00
	5	Wm. E. Baker	6.31
	18	T. M. Burroughs	14.63
	6	R. L. Rloor	28.47
	24	R. L. Moreland	14.63
Feb	1	L. G. Bouscaren	3.95
	2	Wm. E. Baker	6.15
	14	R. L. Bloor	28.31
	22	T. M. Burroughs	14.45
	24	R. L. Moreland	14.45
Mar	1	L. G. Bouscaren	3.84
	6	Wm. E. Baker	5.98
	13	Edwin Rolker	12.00
		Benjamin G. Beard	21.75
		T. M. Burroughs	14.28
	15	R. L. Bloor	28.14
	16	Jos. W. Cook	45.00
	24	R. L. Moreland	14.28
	26	Farmer's Nat'l Bank Div.	8.00
	26	Ground Rents	68.00
Apr	2	L. G. Bouscaren	3.74
	3	R. L. Bloor	27.98
	6	Wm. E. Baker	5.81
	18	Thomas M. Burroughs	13.84
	25	R. L. Moreland	14.10
May	2	L. G. Bouscaren	3.64
	6	Wm. E. Baker	5.64
	19	T. M. Burroughs	13.41
	24	R. L. Moreland	13.92
June	1	L. G. Bouscaren	3.53
	4	Wm. E. Baker	5.47
	7	R. L. Bloor	27.81
	8	Ben. G. Beard 3/1/51 to 6/8/51	11.71
	8	L. G. Bouscaren to 6/8/51	1.10
	8	J. W. Cook 3/10/51 to 6/10/51	22.50
	8	Leo J. Darden 1/10/51 to 6/8/51	50.68
	8	Edwin Rolker 3/8/51 to 6/8/51	4.50
	8	R. L. Bloor 4/13/51 to 6/8/51	50.65
	8	W. E. Thompson 12/14/50 to 6/8/51	38.63
	8	T. M. Burroughs 5/26/51 to 6/8/51	5.16
	8	R. L. Moreland 5/26/51 to 6/8/51	5.40
		TOTAL	$ 748.90

Statement No. 7-A

Lillie C. Mezick Estate

Disbursements from January 1, 1951 to June 8, 1951.

1951			
Jan. 6		Capital Gazette Press Inc.	$ 16.00 ✓
12		Collector Internal Revenue	164.33 ✓
Feb. 6		Marvin I. Anderson, Agent	210.00 ✓
April 4		Capital Gazette Press Inc.	8.00 ✓
10		Comptroller of Treasurey	33.75 ✓
June 1		Frank M. Corner	16.26 ✓
			$ 448.34
June 8		Geneva H. Anderson, refund interest	2.52 ✓
			$ 450.86
		Amt. withheld difference between schedules & actual bank balance	29.79 ?
			$ 480.65

ROYAL H. WIGLEY

In Account With

MARVIN I. ANDERSON, Trustee Lillie C. Mezick Estate

November 28, 1950

Proceeds of Sale		$3150.00
Refund 1 Mo. 1950 State & County Taxes		5.10
" 1 Mo. 1950 A. A. Co. Sanitary		.65
1951 State and County taxes		35.29
1951 City taxes from Jan. to July 1		15.46
Interest from 11/28/50 to 1/16/51 on $2650.00		21.61
		3228.11
Less		
Deposit	$500.00	
Refund rent Dec 15 to Jan 15	25.00	
	$525.00	
		525.00
Bal. due Trustee		2703.11

March 27, 1951

Frank M. Corner

In Account With

Marvin I. Anderson, Trustee of the Estate of
Lillie C. Mezick

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

Sale of ground rents - December 7, 1950		$ 2,395.00
By deposit		598.75
		1,796.25
Interest from December 7, 1950 to February 6, 1951		17.96
		1,814.21
Adjustment of Fairmont Avenue and Durham Street		
One month and seven days	$ 8.54	
Due Frank M. Corner on Eastern Avenue	3.04	
	$ 5.50	5.50
		$ 1,819.71

May 15, 1951

Meyer W. Gilden and Sadie R. Gilden, his wife,

in account with

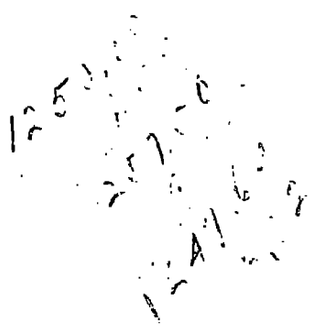
Frank M. Corner, executor of the estate of Frank Mezick

and

Marvin I. Anderson, trustee under 9754 Equity

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

March 13, 1951 - Proceeds of Shore Acres Sale		$ 1,250.00
By deposit		500.00
		$ 750.00
Interest from March 13, 1951 to May 15, 1951		7.50
		$ 757.50
Less 4½ months 1951 state and county taxes		9.86
		$ 747.64
Notary Public fee - two deeds		1.00
		$ 748.64



ORDER OF COURT

LIBER 74 PAGE 361

Ordered this 5th day of July 1951 by the Circuit Court for Anne Arundel County on the aforegoing Petition, that the papers in this case be and they are hereby referred to the Court Auditor for the purpose of stating a first account as follows:

a. The Auditor shall allow the Trustee a commission of Seal percent on the entire Estate, whether corpus, interest, rent or from sales of real estate or personal property.

b. The Auditor, in stating the account, shall allow the sum of $5000.00 as a reserve for taxes or other contingencies that may arise in the future, said sum to be distributed upon the furtherorder of the court.

c. All other items are to be allowed for in the usual manner.

Filed 5 July, 1951.

Judge

In the Case of

Margaret Ridout, individually and as Executrix of the Estates of Carrie Corner Ridout, et al

vs.

Frank M. Corner, individually and as Executor of the Estate of Frank Mezick, et al

In the

Circuit Court

For

Anne Arundel County

No. 9754 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 31 Aug., 1951.

August 28, 1951

All of which is respectfully submitted.

Laura K. Fickling

Auditor.

Dr. in ac.

Margaret Ridout, individually and as Executrix of the Estate of Carrie Corner Ridout, et al, vs. Frank M. Corner, individually and as Executor of the Estate of Frank Mezick, et al.

To Trustee for Commissions (5% of $49,993.39, as per order of 7/5/51)	2,499	67		
To Trustee for Fee (order of 7/5/51)	2,000	00	4,499	67
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	112	00		
Jos. W. Alton - Sheriff's costs	1	45		
John S. Strahorn - examiner's fee	8	00		
Myrtle Sturm - stenographer's fee	6	00		
Myrtle Sturm - Guardian ad litem's fee	4	00		
Auditor - stating this account	261	00	412	45
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale (Chesapeake Avenue)	19	68		
Capital-Gazette Press - order nisi on sale	8	00		
Capital-Gazette Press - order nisi on sale of ground rents	8	00		
Capital-Gazette Press - advertising sale (Shore Acres)	16	26		
Capital-Gazette Press - order nisi on sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	9	69		
National Surety Corp. - bond premiums for years 2/2/50 to 2/2/52	420	00		
George W. Scible - auctioneer's fee (Chesapeake Avenue)	25	00		
Wm. H. Riley - appraiser's fee	22	50		
Jos. H. Griscom, Sr. - appraiser's fee	12	50		
Clerk of Court - recording assignments	1	50		
Myrtle Sturm - notary fees	2	50		
C. Osborne Duvall - fee for legal services rendered (order 7/5/51)	100	00	659	63
To Trustee for Taxes, viz:				
1950 State and County taxes on 403 Chesapeake Ave.	61	25		
One-half 1950 State and County taxes on 25 acre tract at Shore Acres	13	40		
Collector of Internal Revenue - 1949 income tax	124	74		
Collector of Internal Revenue - 1950 income tax	164	33		
State Comptroller - 1949 income tax	59	89		
State Comptroller - 1950 income tax	33	75	457	36
To Trustee for Benefit Charges, viz:				
Anne Arundel Co. Sanitary Commission - 1950 water and sewer benefit charge	7	84		
Anne Arundel Co. Sanitary Commission - water service	6	00	13	84
To Trustee for Purchases, viz:				
Frank M. Corner, Executor of Frank Mezick - eight twenty-first interest in James Lorenz mortgage and accrued interest (Order of 3/9/50)	812	00	812	00

To Trustee for Refunds, viz:				
Frank M. Corner - refund dividend on Appalachin stock	7	88		
Geneva H. Anderson - refund of interest	2	52		
Frank M. Corner - refund dividend on Appalachin stock	3	39		
Frank M. Corner, Executor - refund dividend on Appalachin stock	3	94		
Adjustment in mortgage collections	29	79	47	52
To Trustee for Inheritance tax on real estate, viz:				
R. Glenn Prout, Register of Wills - 5% collateral inheritance tax on appraised value of real estate ($2,385.33) (See Court's Opinion dated 1/26/50)	119	27	119	27
To Trustee for Amount retained as reserve for taxes, etc, as per order of 7/5/51	5,000	00	5,000	00
BALANCE FOR DISTRIBUTION - $37,971.65				
Distributed as follows:				
(1) To Margaret Ridout, daughter of Carrie Corner Ridout (See Schedule 1)	11,376	99		
(2) To Charles Corner Ridout, son of Carrie Corner Ridout (See Schedule 1)	7,584	66		
(3) To Frank M. Corner, son of Theodore S. Corner (See Schedule 2)	6,286	76		
(4) To Charlotte L. Corner, Admrx. of Theodore M. Corner, son of Theodore S. Corner - (See Schedule 3)	5,903	56		
(5) To Charlotte L. Corner, widow of Theodore M. Corner, son of Theodore S. Corner - (See Schedule 3)	127	73		
(6) To Thomas E. Corner, son of Theodore M. Corner - (See Schedule 3)	51	09		
(7) To Mezick A. Corner, son of Theodore M. Corner - (See Schedule 4)	51	09		
(8) To Frank M. Corner, son of Theodore M. Corner - (See Schedule 3)	51	09		
(9) To Charlotte L. Corner, daughter of Theodore M. Corner - (See Schedule 3)	51	10		
(10) To Theodore H. M. Corner, son of Theodore M. Corner - (See Schedule 3)	51	10		
(11) To Irene W. Harbaugh, daughter of Thomas J. Corner - (See Schedule 4)	3,085	76		
(12) To Prudence M. Quass, daughter of Thomas J. Corner - (See Schedule 4)	3,085	77	37,706	70

To R. Glenn Prout, Register of Wills, Estate and Inheritance Taxes as follows:

(1) Additional tax on executor's commissions - Estate of Carrie Corner Ridout (Schedule 1-A)	24	17	
(2) Additional tax on executor's commissions - Estate of Thomas S. Corner (Schedule 2-A)	125	55	
(3) Additional tax on executor's commissions - Estate of Thomas J. Corner (Schedule 4-A)	47	12	
(4) Direct inheritance tax on value of life estate of Alva W. Corner, widow of Thomas J. Corner (Schedule 4-B)	15	71	
(5) Direct inheritance tax on value of remainder interest of Alva W. Corner, widow of Thomas J. Corner (Schedule 4-B)	52	40	264 95
			49,993 39

SCHEDULE 1

ESTATE OF CARRIE CORNER RIDOUT,
REMAINDERMAN UNDER THE WILL OF LILLIE C. MEZICK

-:-:-:-:-:-:-:-

One-half of net balance for distribution	$ 18,985.82	$
LESS		
Additional tax due on Executor's Commissions (see Schedule 1-A)	24.17	
Balance for distribution	$ 18,961.65	

DISTRIBUTED AS FOLLOWS:

1. To Margaret Ridout, daughter and remainderman under the Will of Carrie Corner Ridout - three-fifths		11,376.99
2. To Charles Corner Ridout, son and remainderman under the Will of Carrie Corner Ridout - two-fifths		7,584.66
	$18,961.65	$ 18,961.65

SCHEDULE 1-A

ESTATE OF CARRIE CORNER RIDOUT,
REMAINDERMAN UNDER THE WILL OF LILLIE C. MEZICK

-:-:-:-:-:-:-

One-half of the value of the Estate of Lillie C. Mezick received by life tenant, Frank Mezick, as shown by Administrator's Final Account (see Plaintiff's Exhibit No. 3)	$ 19,371.09	$
Carrie Corner Ridout died 2/11/31, at which time the life tenant was 62 years old, he having been born 2/2/69.		
Value of remainder interest therein of Carrie Corner Ridout, calculated under Table A of Federal Estate Tax Regulation 105, Section 81.10(i) (see instructions of the Attorney-General - letter of 1/13/50 to R. Glenn Prout, Register of Wills), the reversion or present value of $1.00 at date of life tenant's death being .62383		12,084.27
Value of Carrie Corner Ridout's Estate (see Executor's Final Account recorded in Testamentary Records of Anne Arundel County in Liber G. T. C. No. 1 folio 41)		22,478.89
Value of total estate		$34,563.16

Executor's commissions on $34,563.16	$ 2,291.26	
State tax on commissions		$ 229.13
Tax paid by Executor		204.96
Additional tax due		$ 24.17

SCHEDULE 2

ESTATE OF THEODORE S. CORNER,
REMAINDERMAN UNDER THE WILL OF LILLIE C. MEZICK

-:-:-:-:-:-:-:-

One-half of net balance for distribution	$ 18,985.83	$
LESS		
Additional tax due on Executor's Commissions (See Schedule 2-A)	125.55	
	$ 18,860.28	

Distributed to the children and heirs at law of Theodore S. Corner, he having died intestate as to his remainder in the estate of said Lillie C. Mezick, viz:

1. To Theodore M. Corner, son - one-third		6,286.76
2. To Thomas J. Corner, son - one-third		6,286.76
3. To Frank M. Corner, son - one-third		6,286.76
	$ 18,860.28	$18,860.28

SCHEDULE 2-A

ESTATE OF THEODORE S. CORNER,
REMAINDERMAN UNDER THE WILL OF LILLIE C. MEZICK

-:-:-:-:-:-:-:-:-

One-half of the value of the Estate of Lillie C. Mezick received by life tenant, Frank Mezick, as shown by Administrator's Final Account (see Plaintiff's Exhibit No. 3)	$ 19,371.09	$
Theodore S. Corner died 4/26/33, at which time the life tenant was 64 years old, he having been born 2/2/69.		
Value of remainder interest therein of Theodore S. Corner, calculated under Table A of Federal Estate Tax Regulations 105, Section 81.10 (i) (see instructions of the Attorney-General - letter of 1/13/50 to R. Glenn Prout, Register of Wills) the reversion or present value of $1.00 at date of life tenant's death being .64812		12,554.79
Value of Thomas S. Corner's Estate (see Executor's Final Account recorded in Testamentary Records of Anne Arundel County in Liber G. T. C. No. 1 folio 558)		2,748.35
Total estate		$ 15,303.14
Executor's commissions on $15,303.14	$ 1,530.31	$
State tax on commissions		153.03
Tax paid by Executor		27.48
Additional tax due		$ 125.55

D

SCHEDULE 3

ESTATE OF THEODORE M. CORNER,
SON OF THEODORE S. CORNER, DECEASED,
DIED, INTESTATE, 6/16/36 in Virginia

Ground Rents

Total proceeds of sale	$2,418.46	$
LESS:		
5% collateral inheritance tax (Opinion of 1/26/50)	119.27	
Net proceeds sale of ground rents	$ 2,299.19	
Value of Theodore M. Corner's one-sixth interest therein		383.20
Total distributive share of Theodore M. Corner (See Schedule 2)	$ 6,286.76	
LESS:		
Value of interest in proceeds sale of ground rents	383.20	
Value of Theodore M. Corner's one-sixth interest in intangible personal estate of Lillie C. Mezick		5,903.56

DISTRIBUTION

To Charlotte L. Corner, Administratrix - one-sixth interest in intangible personal estate	$	$ 5,903.56
To Charlotte L. Corner, widow - one-third of one-sixth interest in real estate	127.73	
To Thomas E. Corner, son - 2/15 of same	51.09	
To Mezick A. Corner, son - 2/15 of same	51.09	
To Frank M. Corner, son - 2/15 of same	51.09	
To Charlotte L. Corner, daughter - 2/15 of same	51.10	
To Theodore H. M. Corner, son - 2/15 of same	51.10	383.20
		$ 6,286.76

E

SCHEDULE 4

ESTATE OF THOMAS J. CORNER,
SON OF THOMAS S. CORNER, DECEASED,
DIED, TESTATE, 2/2/40

Distributive share of Thomas J. Corner in balance for distribution (See Schedule 2)	$ 6,286.76	$
LESS		
Additional tax due on Executor's Commissions (See Schedule 4-A)	47.12	
	6,239.64	
LESS		
1% inheritance tax on value of widow's life estate (Eq. Rule #603, Supreme Bench of Baltimore), she being 52 years old in 1940 (See Schedule 4-B)	15.71	
	6,223.93	
LESS		
1% inheritance tax on value of remainder interest of Alva W. Corner, widow, at death of life tenant, Frank Mezick (See Schedule 4-B)	52.40	
Balance for distribution	$ 6,171.53	
DISTRIBUTED AS FOLLOWS:		
To Irene W. Harbaugh, daughter and remainderman under the Will of Thomas J. Corner - one-half		3,085.76
To Prudence M. Quass, daughter and remainderman under the Will of Thomas J. Corner- one-half		3,085.77
	$ 6,171.53	$ 6,171.53

SCHEDULE 4-A

ESTATE OF THOMAS J. CORNER,
SON OF THOMAS S. CORNER, DECEASED.

One-sixth of the value of the Estate of Lillie C. Mezick received by life tenant, Frank Mezick, as shown by Administrator's Final Account (see Plaintiff's Exhibit No. 3)	$ 6,457.03	$
Thomas J. Corner died, testate, on 2/2/40, at which time the life tenant was 71 years old.		
Value of remainder interest therein of Thomas J. Corner, calculated under Table A of Federal Estate Tax Regulations 105, Section 81.10 (i) (see instructions of the Attorney-General-letter of 1/13/50 to R. Glenn Prout, Register of Wills), the reversion or present value of $1.00 at date of life tenant's death being .72976		4,712.08
Value of Thomas J. Corner's estate (see Executor's Final Account recorded in Testamentary Records of Anne Arundel County in Liber R. G. P. No. 1 folio 229)		791.23
Total estate		$ 5,503.31
Executor's commissions on $5,503.31	$ 550.33	$
State tax on commissions		55.03
Tax paid by Executor		7.91
Additional Tax due		$ 47.12

SCHEDULE 4-B

ESTATE OF ALVA W. CORNER,
WIDOW OF THOMAS J. CORNER

	$	$
Value of remainder interest of Thomas J. Corner, calculated under Table A of Federal Estate Tax Regulations 105, Section 81.10 (i) (see Schedule 4-A)	4,712.08	
Value of Widow's life estate therein (Equity Rule #603, Supreme Bench of Baltimore), she being 52 years old in 1940	1,570.69	
1% direct inheritance tax on value of widow's life estate		15.71

	$	$
One-sixth of the value of the Estate of Lillie C. Mezick received by life tenant, Frank Mezick, as shown by Administrator's Final Account (see Plaintiff's Exhibit No. 3)	6,457.03	
Alva W. Corner died 6/25/48, at which time the life tenant was 79 years old.		
Value of remainder interest therein of Alva W. Corner, calculated under Table A of Federal Estate Tax Regulations 105, Section 81.10 (i) (see instructions of Attorney-General hereinbefore referred to) the reversion or present value of $1.00 at date of Alva W. Corner's death being .81159	5,240.46	
1% direct inheritance tax on value of widow's remainder interest		52.40

with Marvin I. Anderson, Trustee

					Cr.	
1950		**CORPUS**				
Feb.	6	Cash received from Frank M. Corner, Executor of Frank Mezick, being amount shown by his records as belonging to the Estate of Lillie C. Mezick	4,073	07	4,073	07
		Principal of mortgages collected by Trustee prior to death of Frank Mezick (4/1/49 to 4/16/49)	138	22		
		Principal of mortgages collected by Trustee from 4/16/49 to 6/8/51	32,870	38	33,008	60
		Amount collected from S. R. Whitehead, Jr. in full payment of note (principal)	1,000	00	1,000	00
		Proceeds sale 4 shares stock of Appalachin Electric Power Cum. pfd.	444	00		
		Proceeds sale 8 shares stock of Farmers National Bank	360	00	804	00
		1 U.S. Treasury Ser. E. bond of 1955 - redeemed	800	00	800	00
		Proceeds sale of 403 Chesapeake Avenue (11/28/50)	3,152	36		
		Proceeds sale one-half interest in 25 acre tract at Shore Acres (3/13/51)	623	82	3,776	18
		Proceeds sale one-third interest in ground rents 12/7/50 (inventory value $2,385.33)	2,418	46	2,418	46
		INCOME				
		S. R. Whitehead, Jr., - interest on note	135	00		
		Interest on mortgages collected by Trustee from 4/16/49 to 6/8/51	3,226	08		

LIBER 74 PAGE 374

Rent from 403 Chesapeake Avenue from 5/15/49 to 1/15/50		500 00	
Dividends on stock;			
4 shares Appalachin Electric Power Cum. Pfd.	$18.00		
8 shares Farmers National Bank of Annapolis	30.00	48 00	
Ground rents collected by Trustee from 2/1/50 to 2/1/51		204 00	4,113 08
			49,993 39

ORDER NISI LIBER 74 PAGE 375

Margaret Ridout, individually
and as Executrix of the Estates
of Carrie Corner Ridout, et al
vs
Frank M. Corner, individually
and as Executor of the Estate
of Frank Mezick, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9754 Equity.

ORDERED, This 31 day of August, 19 51., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3 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 3 day of October next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of October, 1951, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion

Benjamin Michaelson
Judge

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Legal Notices —

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,754 Equity
MARGARET RIDOUT, Individually and as Executrix of the Estates of Carrie Corner Ridout, et al
Vs.
FRANK M. CORNER, Indivdually and as Executrix of the Estate of FRANK MEZICK, et al.

Ordered, this 31st day of August, 1951. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of October net; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of October next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
s-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1951

We hereby certify, that the annexed Order Nisi
No equity 9,754 Margaret Ridout

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 3rd day of October, 1951. The first insertion being made the 1st day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. .....

By Bessie L. Fuller

Filed 31 Aug. 1951
Filed 4 Oct. 1951
Filed 3 Oct. 1951

MARGARET RIDOUT, Individually and as Executrix of the Estate of Carrie Corner Ridout, and Charles D. Ridout, deceased, et al.	:	NO. 9754 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
FRANK M. CORNER, Individually and as Executor of the Estates of Frank Mezick, Theodore S. Corner and Alva W. Corner, deceased, et al.	:	
	:	
	: : :	

Filed 15 Jan., 1952.

PETITION FOR REDUCTION OF BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Marvin I. Anderson, Trustee in the above entitled case, respectfully shows unto your Honors:

1. That on the 26th day of January 1950, he was duly appointed Trustee in the above entitled case, and gave bond as such Trustee in the sum of $40,000.00.

2. That on the 4th day of October 1951 the Auditors report and account was finally ratified and confirmed. That it appears from said account that the balance of the Estate remaining in the hands of your Trustee, reserved as per order of July 5, 1951, is $5,000.00.

Your Petitioner, therefore, prays that an order may be passed by this Honorable Court reducing the said bond to such sum as the Court may determine as sufficient for the proper protection of the property and assets of said Estate remaining in his hands.

Marvin I. Anderson
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 14 day of January, 1952,

55

before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee and made oath that the matters and facts set forth in the aforegoing Petition are true as therein set forth.

Witness my hand and seal Notarial,

Myrtle O. Turner
Notary Public

Filed 15 Jan., 1952

ORDER OF COURT

On the aforegoing Petition and Affidavit, it is ordered by the Circuit Court for Anne Arundel County, this 15th day of January, 1952, that for the future, the penalty of the bond of Marvin I. Anderson, the Trustee in this case, be and the same is hereby fixed at the sum of Five Thousand Dollars,

Ian Cook
Judge

George B. Woelfel, next of friend, 9-11 School Street, Annapolis, Md.	: No. 10,162	Equity
	: In the	
vs.	: Circuit Court	
	: for	
Laurine E. Murray, an incompetent, Riverview Nursing Home, Krapish Road, Riva, Md.	: Anne Arundel County	

PETITION

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel, next of friend of Laurine E. Murray, an incompetent, respectfully states:

1.

That your petitioner is an adult citizen of the United States, residing in Annapolis, Md.

2.

That Laurine E. Murray, now an incompetent, was a client of your petitioner who knows of no relatives that the said Laurine E. Murray has except one brother, Irvin Covey, whose last known address was 2212 West Leland Avenue, Chicago, Illinois.

3.

That for some time past the said Laurine E. Murray has been incapable of managing either her person or her estate and is at present confined to the Riverview Nursing Home operated by Mrs. Wallace on Krapish Road at Riva, Md.

4.

That Laurine E. Murray's incompetency is the result of arterio-sclerosis which has affected the brain, said ailment being progressive and permanent in its nature.

5.

That by deed dated October 24th, 1918, and recorded among the Land Records of Anne Arundel County in Liber WNW No. 4, folio 88, Noah C. Wantz and wife conveyed to John H. Murray and Laurine E. Murray, his wife, as tenants by the entireties, 29.23 acres of land, more or less, lying, being and situate near Wellsview in the Second Election District of Anne Arundel County. That subsequently the following conveyances out of the original 29.23 acre tract

Filed 6 Feb, 1951

were executed:

(a) Murray to Hoyda, 0.57 acre by Plat and Deed recorded on August 8th, 1921, among the Land Records aforesaid in Liber WNW No. 44, folio 21.

(b) Murray to Beardmore, 2.11 acres by deed recorded on May 27th, 1933, among the Land Records aforesaid in Liber FSR No. 112, folio 88.

(c) Murray to Rogers and wife, 1.014 acres by deed recorded on December 22nd, 1933, among the Land Records aforesaid in Liber FSR No. 122, folio 62.

(d) Murray to Home Owners Loan Corp., 8.52 acres by mortgage recorded on July 19th, 1935, among the Land Records aforesaid in Liber FAM No. 141, folio 140.

That John H. Murray and Laurine E. Murray, his wife, executed a purchase money mortgage covering the original 29.23 acre tract to Noah C. Wantz and wife, said mortgage being recorded on October 29th, 1918, among the Land Records aforesaid in Liber WNW No. 4, folio 90. That Equity Docket FAM No. 33, at folio 66 discloses the proceeding entitled "In the Matter of the Sale of the Mortgaged Real Estate of John H. Murray and Laurine E. Murray, his wife.", No. 7068 Equity, by which proceeding in the year 1935 the aforesaid Wantz mortgage was foreclosed and sale made of the 29.23 acre tract; saving and excepting therefrom, however, the parcels (a) through (d) above listed. That John H. Murray and Laurine E. Murray, his wife, were thus left seized and possessed of but 8.52 acres out of the original 29.23 acre tract, said 8.52 acres being encumbered by the mortgage described in (d) above, which said mortgage was subsequently released.

That by deed recorded on October 4th, 1945, Laurine E. Murray, widow of John H. Murray, conveyed to Clarence A. Beardmore, 5.8 acres out of the aforesaid 8.52 acre parcel, said deed being recorded among the Land Records of Anne Arundel County in Liber JHH No. 342, folio 127.

That Laurine E. Murray, an incompetent, is now seized and possessed of 2.72 acres of land lying, being and situate near Wellsview in the Second Election District of Anne Arundel County, said 2.72 acres being improved by a dwelling and encumbered by a mortgage executed by the said Laurine E. Murray to T. Roland Brown and recorded among the Land Records aforesaid in Liber JHH No. 380,

folio 491.

6.

That it is necessary for the benefit of the said Laurine E. Murray and her creditors, who are about to execute on her property,, that a person be appointed Committee or Trustee to assume charge of and manage her person and estate.

Wherefore your petitioner prays:

1/ That this Honorable Court may pass an Order directing the alleged incompetent to be summoned within ten days.

2/ That said Order may require that within the same time a copy of the summons, petition and order shall be left with the person with whom the alleged incompetent resides.

3/ That this Honorable Court may set the petition for hearing on or after fifteen days from the date of the Order.

4/ That this Honorable Court may cause to be issued a Writ De Lunatico Inquirendo to inquire into the lunacy of the said Laurine E. Murray.

5/ That a Committee or Trustee may be appointed to take charge of and manage the person and estate of the said Laurine E. Murray.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel,
next of friend of Laurine E. Murray,
Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 5th day of February, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared the petitioner, George B. Woelfel, who made oath in due form of law that the matters and facts set forth in said petition are true to the best of his knowledge and belief.

Mary M. Woff

Mary M. Woff, Notary Public.

DOCTOR'S CERTIFICATE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Dr. Donald H. Hooker, who made oath in due form of law that for the past five years he has been a licensed physician practising in the State of Maryland, that he has examined one Laurine Murray within the past ten days and finds her to be suffering from a stroke of paralysis caused by arterio-sclerosis and advanced age which so affects her mind that she is incapable of executing a valid deed or contract or managing her own person or property. Moreover, I believe her condition is incurable and progressively deteriorating.

Donald H. Hooker
Donald H. Hooker

Subscribed and sworn to this 2nd day of February, 1951.

Mary M. Hoff
Mary M. Hoff
Notary Public

Filed 6 Feb, 1951.

2

Filed 6 Feb. 1951

DOCTOR'S CERTIFICATE

I hereby certify that before me, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Dr. James H. Martin, who made oath in due form of law that he is a practising physician licensed in the State of Maryland and has been such for the past five years, that he is satisfied from the opportunity of observation afforded him and judging from her conduct that the said Laurine Murray is of unsound mind, incapable of governing herself or of managing her estate, that his examination of the said incompetent was conducted during the past ten days. Moreover, he believes her ailment to be induced by arteriosclerosis of the brain, to be permanent in its nature, becoming progressively worse with the passage of time.

James H. Martin

James H. Martin, M.D.

Subscribed and sworn to before me this 5th day of Feb., 1951.

Mary M. Stroff

Mary M. Stroff
Notary Public

Filed 6 Feb, 1951.

ORDER OF COURT

Upon the foregoing petition and accompanying certificates it is this 6th day of February, 1951, by the Circuit Court for Anne Arundel County, ORDERED

(1) that the alleged incompetent, Laurine E. Murray, be summoned within ten days.

(2) that within ten days a copy of the summons, petition and this Order shall be left with Mrs. Wallace, operator of the Riverview Nursing Home on Krapish Road, at Riva, Md., wherein the said Laurine E. Murray is now confined.

(3) That this petition be set for hearing on the 23d day of February, 1951.

(4) that there be issued the Writ De Lunatico Inquirendo to inquire into the Lunacy of the said Laurine E. Murray.

Benjamin Michaelson
Judge.

[*Writ de Lunatico Inquirendo*] LIBER 74 PAGE 384 No. 10,162 Equity.

MARYLAND, SCT.

THE STATE OF MARYLAND,

To JOSEPH W. ALTON, Jr.,

Sheriff of Anne Arundel County, Greeting:

BECAUSE WE HAVE RECEIVED INFORMATION THAT LAURINE E. MURRAY,

of said county, now is and for some time past has been so far deprived of her reason and understanding that she is unfit and unable to govern herself, or manage her affairs to her own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said Laurine E. Murray

in this behalf COMMAND YOU, that you diligently inquire by the Oaths of twelve honest and lawful men of your BAILIWICK, by whom the truth of the matter may be better known, whether the said Laurine E. Murray be so far

deprived of her understanding that she is altogether unfit and unable to govern herself or to manage her affairs as before stated or not, and if she be, then from what time and how long, and in what manner; and if she enjoys lucid intervals; and when the said Laurine E. Murray

being in such condition aliened any lands or tenements? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands or what persons' hands the lands and tenements so aliened are? and how and in what manner; and what lands and what tenements yet remain and of whom; or what persons, as well as the lands and tenements so aliened, as the lands and tenements so retained to herself are holden; and by what persons and how; and in what manner, and how much they are worth by the year in all issues, and who is next of kin and of what age?

And the Inquisition hereof distinctly and plainly made send to the Judges of the Circuit Court for Anne Arundel County, under your hands and seals, and the hands and seals of those by whom the said inquisition is made and taken.

WITNESS the Honorable James E. Boylan, Jr., Chief Judge of the Circuit Court for Anne Arundel County, the 1 day of January A. D. 19 51.

issued the 7 day of February A. D. 19 51.

John H. Hopkins, 3rd Clerk.

George B. Woelfel, next of friend	:	No. 10,162 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Laurine E. Murray, an incompetent	:	AnneArundel County
	:	
	:	

: : : : : : : : : :

RETURN TOTHE WRIT DE LUNATICO INQUIRENDO AND INQUISITION

Filed 26 Feb, 1951

This inquisition, taken this 26th day of February, in the year 1951, at the Court House in the City of Annapolis, before Honorable Benjamin Michaelson, Associate Judge of the Fifth Judicial Circuit and twelve jurors from the October 1950 panel by virtue of the annexed writ de lunatico inquirendo issued out of the Circuit Court forAnneArundel County upon the oaths or affirmations of the following twelve jurors; towit: Dorothy Bentz, Foreman, Frances Wilhelm, Julius W. Hardesty, Tilghman Franklih, Karl H. Ziegler, Frank Biddinger, Alban Clark, Mason Alsop, Newton Collinson, Albert Franklin, Wilber G. Jones and Werner C. Nieves

good and lawful men and women of the bailiwick, who,being sworn and charged upon their oaths and affirmations to inquire, etc.,

That the said jurors aforesaid do find that the said Laurine E. Murray in the said writ named, is of unsound mind and cannot govern herself or manage her property. That she has been in such state of mind for the past several months and how or why she has become so the jurors of AnneArundel County cannot say unless by the visitation of God.

That the said jurors do also find that the said Laurine E. Murray is seized and possessed of the following real estate: All that lot or parcel of land lying, being and situate in the Second Election District of Anne Arundel County on the west side of the Best Gate Road containing 2.72 acres and improved by a frame dwelling house and that the same is encumbered by a mortgage to T. Roland Brown for the sum of $3500.

recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 380, folio 491.

And the said jurors also find that the said Laurine E. Murray owns the contents of her home subject to chattel mortgages and that she has no cash nor has she aliened any part of her property since becoming of unsound mind and that the nearest of kin is Ernest Covey of Chicago, Illinois.

And the said jurors also find that there is a judgment for the sum of $46.70 to theHub Company dated April 10th, 1950, and one judgment to the County Trust Company dated October 21st, 1950, for $381.35.

In witness whereof, the jurors aforesaid, have subscribed their names and affixed their seals the day and year first above mentioned.

Dorothy Bents (SEAL)
Frances Wallham (SEAL)
Jenkins W. Hardesty (SEAL)
Tilghman Franklin (SEAL)
Karl H. Ziegler (SEAL)
J. Frank Boddiego (SEAL)
[illegible] (SEAL)
[illegible] (SEAL)
Newton B. Cullen [illegible] (SEAL)
[illegible] (SEAL)
William G. Jones (SEAL)
Werner C. Rieve (SEAL)

George B. Woelfel, next of friend	: No.	10,162 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Laurine E. Murray, an incompetent	:	Anne Arundel County

ORDER CONFIRMING WRIT OF INQUISITION AND APPOINTING COMMITTEE

The return of the inquisition taken by the Circuit Court for Anne Arundel County in the above case having been submitted for confirmation, and said return and the above proceedings having been read and considered,

It is thereupon, this 27th day of February, 1951, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that said inquisition be, and it is hereby, confirmed.

And it is further ORDERED that George B. Woelfel be, and he is hereby, appointed Committee of the person and estate of the said Laurine E. Murray, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Laurine E. Murray, under the direction of this Court; but before the said George B. Woelfel shall proceed to act as such Committee he shall give bond to the State of Maryland in the penal sum of Five Thousand Dollars, with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as Committee.

Benjamin Michaelson
JUDGE.

Filed 27 Feb, 1951

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G 22056

LIBER 74 PAGE 388

no. 10.162 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND OF COMMITTEE

Know all men by these presents, that we, George B. Woelfel, of Annapolis, Anne Arundel County, Maryland, as principal, and the Globe Indemnity Company, of New York, New York, a body corporate duly authorized to do business in the State of Maryland, as surety, are held and firmly bound unto the State of Maryland or its certain attorneys, in the sum of Five Thousand ($5,000.00) Dollars, for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally, and our respective heirs, executors and administrators, firmly be these presents.

Signed, sealed and dated the 3rd day of March, 1951.

The condition of the above obligation is such, that whereas, by an Order of the Circuit Court for Anne Arundel County, sitting as a Court of Equity, passed on the 28th day of February, 1951, in a cause therein pending entitled "George B. Woelfel, next of friend vs. Laurine E. Murray, an incompetent", No. 10,162 Equity, it was among other things ordered that the above bounden George B. Woelfel be appointed Committee of the person and estate of Laurine E. Murray, an incompetent, with full power and authority to take charge of and manage her property and to assume control of her person under the direction of said Court, upon his filing a bond for the faithful performance of his duties, in the penal sum of Five Thousand ($5,000.00) Dollars, and the approval thereof.

Now, therefore, if the said George B. Woelfel shall duly account for what shall come to his hands or control as such Committee, and pay and apply the same from time to time as he may be directed by said Court, and obey such orders as said Court may make in relation to said trust, and in all respects faithfully discharge the duties of said trust, then the above obligation to be void, otherwise to remain in full force and virtue.

witness as to Geo B. Woelfel and John H. Hopkins IV

Mary M. Hoff

George B. Woelfel

George B. Woelfel

Approved: John H. Hopkins Jr. this 6 Mar., 1951.

Globe Indemnity Co.

by John H. Hopkins, IV

Filed 6 Mar., 1951

George B. Woelfel, next of friend	: No.	10,162 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Laurine E. Murray, an incompetent.	:	Anne Arundel County

PETITION OF COMMITTEE

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel, Committee of Laurine E. Murray, an incompetent, respectfully represents:

1.

That by an Order of this Honorable Court, passed on the 28th day of February, 1951, he was appointed Committee of the person and estate of the said Laurine E. Murray, and he has filed his approved bond with the Clerk of said Court.

2.

That the said Laurine E. Murray is now about 68 years of age and is under the charge and care of your petitioner at Mrs. Wallace's Riverview Nursing Home on Krapish Road, at Riva, Md., and is receiving every necessary attention for her comfort.

3.

That the property belonging to said incompetent, as set forth in the original petition heretofore filed in this case, is of small annual value, and the income therefrom is not sufficient to pay the current expenses of said property and to provide a proper and comfortable support for said incompetent.

4.

That it will be necessary, therefore, to sell the real estate and personal property of said incompetent for her support and for the payment of other reasonable and proper expenses which have been incurred and will hereafter be incurred by your committee.

5.

That the real estate of said incompetent consists of 2.72 acres of land, more or less, lying, being and situate near Wellsview in the Second Election District of Anne Arundel County, and

Filed 6 March 1951.

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being improved by a dwelling and encumbered by a mortgage executed by the said Laurine E. Murray to T. Roland Brown and recorded among the Land Records of Anne Arundel County in Liber JHH No. 380, folio 491.

Wherefore, your petitioner prays:

(1) That this Honorable Court may pass an Order authorizing him to sell the aforesaid land and dwelling and personal property and to apply the money received therefrom, or so much thereof as may be necessary, in his judgment, to the support of said incompetent, and to the payment of such other reasonable and proper expenses as have been or may hereafter be incurred for her.

George B. Woelfel

George B. Woelfel,
next of friend of Laurine E. Murray,
Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 5th day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared George B. Woelfel, Committee for Laurine E. Murray, and made oath in due form of law that the matter and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial:

Mary M. Hoff

Mary M. Hoff, Notary Public

ORDER OF COURT

Upon the foregoing petition and affidavit of George B. Woelfel, the Committee of the person and estate of Laurine E. Murray, an incompetent, it is this 6th day of March, 1951, by the Circuit Court for Anne Arundel County, ORDERED that the property mentioned in the petition be sold, and that the course and manner of said Committee's proceedings shall be as follows: He shall, before making such sale, give at least three weeks' notice

Filed 6 Mar, 1951

by advertisement, inserted in some newspaper published in Anne Arundel County, of the time, place, manner and terms of sale, which terms shall be Five Hundred ($500.00) Dollars cash on the day of sale, the balance to be paid upon the ratification of sale, deferred payment to bear interest at the rate of 6% per annum from the day of sale, and to be secured to the satisfaction of said Committee, or all cash on day of sale at option of purchaser; and as soon as may be convenient, after such sale, the said Committee shall return to this Court a full and particular account of his proceedings, with the usual affidavit annexed thereto, of the truth thereof, and of the fairness of said sale, and on the payment of the whole purchase money, and not before, the said Committee shall, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser or purchasers thereof, his, her or their heirs and assigns, the property and estate to him, her or them sold, free and clear from all claim, incumbrance or demand of any kind whatsoever; and the said Committee shall hold the fund so received from said sale subject to the order of this Court, as to the disbursing or investing of the same, in whole or in part, after first deducting the costs of this proceeding and of said sale, and such commission to the said Committee as this Court shall think proper to allow; and the personal property shall be advertised 3 times within 10 days prior to sale, which sale shall be for cash.

Benjamin Michaelson
Judge.

DUPLICATE

LIBER 74 PAGE 392

This Chattel Mortgage,

Made this 21st day of November, 19 49,

by Laurine Murray

of the City County of Annapolis,

State of Maryland, hereinafter called the "Mortgagor," to LINCOLN LOAN SERVICE, INC., OF BALTIMORE CITY, license no. 30 a body corporate, 224 Main St., Annapolis, Maryland, hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three-hundred---------- Dollars ($ 300.00), the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as hereinafter set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property, now located at No. ____ Street, in said City County of Annapolis, in said State of Maryland, that is to say:—

LIVING ROOM		DINING ROOM		KITCHEN		BED ROOM	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
	Bookcase	1	Buffet	4	Chairs	2	Bed
	Secretary	6	Chairs	1	Table		Bed
	Chair	1	China Closet	1	Stove Electric	1	Bed
1	~~Chair~~ Sofa Bed	1	Serving Table		Washing Machine		Chair
	Chair	1	Table	1	china closet		Chair
3pc	Living Room Suite			1	Refrigerator	2	Chiffonier
	Piano		Rug			2	Chifforobe
2	Table	1	Radio		Vacuum Cleaner	1	Dresser
	Rugs						Dressing Table
2	lamps						

Filed March 14, 1950

A motor vehicle, complete with all attachments and equipment, described as follows:

NAME OF MAKER	ENGINE NUMBER	SERIAL NUMBER	STYLE & MODEL	YEAR	DESCRIPTION OF BODY	OTHER IDENTIFICATION
X	X	X	X	X	X	X

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, its successors and assigns, at its or their regular place of business, the aforesaid principal sum of Three-hundred---------- Dollars, ($ 300.00), in 19 successive monthly instalments of twenty and 16/100---------- Dollars ($ 20.16) each, including interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the plus first of which instalments shall be payable on the second day of January 194 9, together with a *final* instalment, covering any unpaid balance, including interest as aforesaid, which instalment shall be payable on the 2nd day of August, 1951, then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove, from the State of Maryland, any motor vehicle or motor vehicles herein described and hereby mortgaged and will not remove, from the premises above mentioned, any other property (other than a motor vehicle or motor vehicles) herein described and hereby mortgaged, without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagee to the Mortgagor; after such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or her last known address, notifying him or her that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mortgagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 15 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS _____ Laurine Murray _____ (SEAL)

WITNESS _____ _____ (SEAL)

Form 201 Md.—

DUPLICATE

LIBER 74 PAGE 393

$ 300.00 NOTE No. 3010H

LINCOLN LOAN SERVICE, INC., OF BALTIMORE CITY

Annapolis, Md., November 21, 1949

FOR VALUE RECEIVED I/we the undersigned, jointly and severally, promise to pay, as hereinafter provided, unto LINCOLN LOAN SERVICE, INC., of Baltimore City, a body corporate (hereinafter called the Company), or its order, the sum of Three-hundred ——————————— Dollars ($ 300.00 with interest at the rate of three per cent (3%) per month, without defalcation, payable at the office of the company in Annapolis, Anne Arundel County, State of Maryland.

The amount or sum of money hereinafter stated, was, at the time of the signing of these presents, received by me/us, the undersigned, from the Company, as a loan pursuant to Article 58-A, Annotated Code of Maryland, 1939 edition and 1943 supplement, and amendments thereto, and I/we the undersigned, hereby agree to repay the said obligation in 19 installments of $ 20.16 each and one installment of $ balance within 20 months from date hereof; said installments, which includes together with interest at the monthly rate aforementioned, on the unpaid balance of said loan, first installment to be paid on the 2nd day of January, 1950 and each and every month following the date hereof.

If default shall be made in the payment of any of said installments, or sums due as set forth in this note, or any renewal thereof, or if any maker of this note shall abscond, or move from the jurisdiction of the Courts of this County, or shall assign, secrete, or dispose of his or her property, so as to hinder, delay or defraud any of his or her creditors, then, or in any of said events, the whole principal sum of this note, or such portion thereof as shall then remain unpaid, with interest thereon at the rate above stated up to that time, shall at the option of the holder of this note become immediately due and payable, without notice.

Each of us, the undersigned parties to this note, hereby waives presentment, demand, protest and notice of dishonor and also waives the benefits of Homestead Exemption as to this debt, and agrees to remain bound for the repayment of same notwithstanding any extension or extensions of time of payment.

Each of us, the undersigned, hereby acknowledge that we have received from the Company in connection with the loan herein mentioned, a statement in the English language showing the amount and date of said loan, the maturity thereof, the nature of the security for the same, our names and addresses, the name and address of the Company, the rate of interest charged and the provisions of Article 58-A, Section 15 of the Uniform Small Loan Law of Maryland.

It is understood by the parties hereto, that the situs of this agreement or promise is in the State of Maryland, and it is agreed by said parties that said agreement or promise shall, in all respects, be subject to the laws of that state.

Wherever the word "we," "our" or "us" is used herein, it shall be construed to mean the undersigned jointly and severally; also it shall apply to the singular person, if this obligation is signed by one person.

Witness my/our hand and seal

WITNESS: ..... Laurine E. Murray (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

Form 200

(SIGN NAMES IN FULL)

NUMBER 3010H | NAME Murray, Laurine 61 | WIFE Widow | COL. W

EXTENSION DATE 1/2 | ADDRESS RFD# 4, Box 840, Annapolis, Maryland | PHONE 2488

WORKS AS Ins. .12 | FOR | PAY DAY | SALARY | PHONE

DATE MADE 11/21/49 | SCHEDULE 20 x 20.16 | AMT. LENT $ 300 | SECURITY HHG | EXPIRES 8/2/51 | LIST $ | DATE

MO.	DAY	YR.	AMT. PD.	INTEREST	PRINCIPAL	BALANCE
1	23	50	20 16	18 60	1 56	298 44
3	1	50	20 16	11 34	8 82	289 62
4	24	50	5 00	5 00	—	289 62
5	2	50	20 16	12 67	7 49	282 13
6	3	50	20 16	8 24	11 42	270 71
7	13	50	15 16	10 83	4 33	266 38
7	31	50	20 16	4 53	15 63	250 75
9	5	50	20 16	8 78	11 38	239 37

MO.	DAY	YR.	AMT. PD.	INTEREST	PRINCIPAL	BALANCE
Int. due to 3/1/51				3/1/51		43.57

HC

BA

SR

FORMER NO. | AMT. $ | MADE | PAID | HOW PAID | S. O. OR SOURCE

FORM 104

P. O. BOX 208

Samuel Schenker
ATTORNEY AT LAW
HAYS BLDG.
ANNAPOLIS, MARYLAND

TELEPHONE 9186

REAL ESTATE

LIBER 74 PAGE 394

March 12, 1951

TO THE CLERK OF COURT, ANNE ARUNDEL COUNTY

Mr. Clerk:

Please file this claim in the case of Laurine Murray, Incompetant, Equity No. 10,162.

Samuel Schenker
Attorney for Linclon Loan Service, Inc
Plaintiff.

Filed 14 Mar., 1951.

DOUBLE PROBATE—NOTARY.—38

The Daily Record Co. Print, Baltimore, Md.

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

On this eighth *day of* March *, A. D. 19* 51 *, before me the subscriber, a Notary Public of the State of Maryland, in and for said* Anne Arundel County *, personally appeared* John French, Jr., Manager

and made oath in due form of law, that he *believe* s *the money, goods, merchandise, effects or chattels, charged in the annexed itemized account, were bona fide delivered as charged, and that to the best of* his *knowledge and belief the amount charged is due; and that* he *keeps regular books of account and the keeping of such books of account is under the supervision of the affiant, and that entries in such books of account made in the regular course of business show that the defendant is indebted for* $282.94 *, and that* he *ha* s *not, to the best of* his *knowledge and belief, received any payment or satisfaction for the articles therein charged more than credit is duly given for, in and appearing on the said account*

Lincoln Loan Service, Inc. of Baltimore City

; nor ha s *he received any security for the same; and that the amount charged and claimed is justly due according to the best of* his *knowledge and belief. And further the affiant states that the defendant is not in the Military Service as defined in the Soldiers and Sailors Relief Act of 1940.*

And on the eighth *day of* March *, A. D. 19* 51 *, also personally appeared* Mrs. Eunice Smith *, Clerk of* Lincoln Loan Ser. Inc, Of Balt. Cy. *and made oath in due form of law, that the goods, wares, merchandise, effects and chattels, charged in the annexed account, were sold and delivered to the said* Laurine Murray *and at the prices therein charged and that the said* Laurine Murray *assumed to pay for the same.*

WITNESS my hand and official seal.

Samuel Schenker *Notary Public.*

Filed 14 Mar., 1951.

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LIBER 74 PAGE 395

PUBLIC SALE

OF VALUABLE

Real Estate

LOCATED ON THE NORTHWEST INTERSECTION OF BEST GATE AND DUBOIS ROADS AT WEEMS CREEK CONTAINING 2.72 ACRES OF LAND, MORE OR LESS, HAVING A FRONTAGE OF 388 FEET, MORE OR LESS, ON BEST GATE ROAD AND 900 FEET, MORE OR LESS, ON DUBOIS ROAD. IMPROVED BY A 2½ STORY FRAME DWELLING WITH FRUIT TREES, FLOWERS AND SHRUBBERY ON THE PREMISES.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated March 6th, 1951, and passed in a cause therein pending, wherein George B. Woelfel, next friend, was plaintiff, and Laurine E. Murray, an incompetent, was defendant, the same being No. 10,162 Equity, the undersigned, as Committee, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on Church Circle side on

Tuesday, April 10th, 1951

AT 10 O'CLOCK A. M.

All that lot of ground situate on the northwest corner of DuBois and Best Gate Roads, containing 2.72 acres, more or less, being the same property which was conveyed unto Laurine E. Murray by deed dated October 24th, 1918, containing 8.52 acres from which parcel of ground Laurine Murray conveyed unto Clarence A. Beardmore 5.8 acres thereby leaving 2.72 acres.

IMPROVEMENTS: This property is improved by a 2½ story frame dwelling with basement which has been converted into two apartments having a bedroom, dining room, living room and kitchen with toilet downstairs with a kitchen, living room and bedroom and bath on the second floor, equipped with hot air heat supplied by an oil burning furnace with a summer and winter hot water hookup.

TERMS OF SALE: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid upon ratification of the sale, deferred payments to bear interest at the rate of 6% from the day of sale or all cash at the option of the purchaser.

For further particulars, apply

GEORGE B. WOELFEL, Committee
9-11 School Street,
Annapolis, Maryland.

George B. Woelfel, next of friend,	:	No. 10,162 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Laurine E. Murray, an incompetent	:	Anne Arundel County
	:	

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

AUCTIONEER'S CERTIFICATE AND
PURCHASER'S AGREEMENT

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

Filed 10 Apr., 1951.

I hereby certify that upon this 10th day of April, 1951, I sold the within described property unto Jack Cohen and Yetta Cohen his wife at and for the sum of Ninety-three Hundred fifty (9350) dollars, they being at that figure the highest bidders therefor.

Witness my hand and seal this 10th day of April, 1951.

Witness:

George B. Woelfel
"

George W. Sciole (Seal)
George W. Sciole, Auctioneer

Filed 10 Apr., 1951.

We hereby certify that upon this 10th day of April, 1951, we purchased the within described property from George B. Woelfel, Committee, at and for the sum of Ninety-three hundred fifty (9350) dollars and we do hereby agree to comply with the terms of said sale.

Witness our hands and seals this 10th day of April, 1951.

Witness:

George B. Woelfel
"

Yetta Cohen
Jack Cohen (Seal)
Purchaser
by Yetta Cohen

SINGLE PROBATE—NOTARY—CORPOR·TION LIBER 74 PAGE 397 FORM 60—T UCAS BROS., INC., BALTIMORE, MD.

State of Maryland City of Baltimore Srt.

BE IT REMEMBERED, and I hereby certify, that on this 10th day of April, A. D. 19 51, before me, the subscriber, a Notary Public, duly appointed, commissioned and qualified in and for State of Maryland, City of Baltimore aforesaid, and having authority by law to administer oaths therein, personally appeared G. J. Parr

and made oath in due form of law that he is an ~~officer~~, holding the position of Office Manager of American Oil Company which is a corporation duly incorporated under the laws of the State of Maryland and that there is fully due and owing to said corporation upon annexed Mrs. J. H. Murray by the sum of Twenty-eight dollars and eighty-three cents, together with interest from — until paid, over and above all discounts; and further that the said corporation keeps regular books of account, that the keeping of such books is in the charge or under the supervision of the affiant, and that the entries made in the regular course of business show that the amount on the annexed account is correctly made out, and that the said claim is just and true as stated and is unpaid; and further that the said affiant believes the goods, wares and merchandise charged in the annexed account were *bona fide* delivered as charged, and that he hath not, nor hath the plaintiff, to his knowledge or belief, received any payment or satisfaction for the articles charged *more than credit is duly given for in and appearing upon said account*, nor hath he or the said corporation received any security for the same, and that the balance charged and claimed is justly due, according to the best of his knowledge and belief, *and said affiant further made oath that said defendant is not in the military service as defined by the Soldiers and Sailors Relief Act of 1940*; and further, that he is the duly authorized agent of said corporation to make this affidavit, and that he hath personal knowledge of the matters herein contained.

G. J. Parr

IN TESTIMONY WHEREOF, and that the oaths aforesaid were duly made and subscribed to before me, as above stated, I have hereto set my hand and affixed my seal notarial, on this the day and year above written.

E. Clarence Boyd
Notary Public

Filed 1st after 1951.

No. 10,162 County.

FORM A-102 (50M-11-50)

LIBER 74 PAGE 398

MONTHLY STATEMENT

AMERICAN OIL COMPANY

EASTERN AVE. & EXETER ST.
PATTERSON STA., BOX D
BALTIMORE 31, MARYLAND

AMOCO

Mrs. J. H. Murray
Box 840, Weems Creek
West Annapolis, Md.

PLEASE RETURN THIS STUB WITH REMITTANCE

REFERENCE	DATE SYM	DEBIT	CREDIT	BALANCE
FUEL OIL			BALANCE FORWARD →	
100	May 4 50	$11.33		
B/S	Jul 31 50	17.50	$28.83	

WHEN DUE, REMIT DIRECT TO AMERICAN OIL COMPANY AT ABOVE ADDRESS. NO RECEIPT WILL BE RETURNED ON MAIL REMITTANCES UNLESS REQUESTED AT TIME OF PAYMENT.

LAST AMOUNT IN THIS COLUMN IS YOUR BALANCE.

GEORGE B. WOELFEL, Next of Friend	:	EQUITY NO. 10,162
VS.	:	IN THE CIRCUIT COURT FOR
LAURINE E. MURRAY, An Incompetent	:	ANNE ARUNDEL COUNTY

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

CLAIM OF HARRY I. BROWN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Harry I. Brown, of Philadelphia, Pennsylvania, respectfully shows unto your Honors:

FIRST: That on or about October 2, 1946, Laurine E. Murray executed a mortgage to T. Roland Brown to secure a loan of $3,500.00, which mortgage is duly recorded among the Land Records of Anne Arundel County, and conveyed the property located at Wellsview which is fully and accurately described in said mortgage.

SECOND: That on or about March 29, 1950, your Petitioner, at the request of the said Laurine E. Murray, the mortgage mentioned above being in default, advanced from his funds the sum of $431.10 which was paid to the Mortgagee, T. Roland Brown, to prevent foreclosure of the mortgage. A receipt for the same is filed herewith and prayed to be taken as a part hereof; and in accordance with the terms of the receipt, the following payments were made at the request of Laurine E. Murray; namely, April 13, 1950 - $20.00, May 29, 1950 - $20.00, June 23, 1950 - $20.00, July 1, 1950 - $20.00, and August 19, 1950 - $20.00, receipts for these payments are filed herewith and prayed to be taken as a part hereof; thus, your Petitioner has advanced from his funds the sum of $531.10 at the request of the said Laurine E. Murray.

Filed 16 Apr., 1951.

19

DIAL 4433

LIBER 74 PAGE 400

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

March 29, 1950

Received of Harry I. Brown the sum of $431.10, being interest on mortgage of Laurine E. Murray, dated October 2, 1946, to secure a loan of $3500.00, said mortgage being recorded among the Land Records of Anne Arundel County, said amount satisfying interest of $387.50 on said mortgage to April 2, 1950, and also 2 fire insurance premiums, paid by T. Roland Brown, for the past 2 years in the amount of $43.60.

It is understood and agreed by the parties hereto that the mortgage is to remain in force and that payments for the next 2 months will be at the rate of $20.00 per month, thereafter said monthly payments to be increased to the sum of $50.00, said amounts to be first applied to interest and the excess to be applied on account of principal debt, as expressed in said mortgage.

Geo. E. Rullman
Attorney for T. Roland Brown,
Mortgagee

DIAL 4433

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

April 13, 1950

Received of Harry M. Brown $20.00 payment on mortgage and interest of Laurine E. Murray due T. Roland Brown, as per agreement.

Geo. E. Rullman

T. Roland Brown
97 Druid Ridge Ave.

LIBER 74 PAGE 401 May 29/50

Received from Mrs Lorane Murray
($20.00) Twenty dollars, Interest
on Mortgage

J. Poland Brown

Annapolis Md
June 23/50

Received from Mrs Lorane Murray
Twenty dollars $20.00 for Interest
on Mortgage

J. Poland Brown

Annapolis Md
July 1/50.

Received from Mrs Brown for
Mrs Lorane Murray the sum
of $20.00) Twenty dollars for Int.
on Mortgage of Mrs Murray

J. Poland Brown

Annapolis Md Aug 19/50

Received from Mrs Brown for Mrs.
Murray the sum of $20.00 twenty dollars

J. Poland Brown

THIRD: Your Petitioner is advised that the property mentioned in the mortgage was sold at public auction on April 10, 1951, at and for the figure of $9,350.00.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order directing and authorizing the Committee of Laurine E. Murray, Incompetent, to reimburse him to the amount of $531.10, being the advance made by him at the request of the said Laurine E. Murray.

George E. Rullman,
Solicitor for Petitioner

Harry I. Brown, Petitioner

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

I hereby certify that on this 14th day of April, in the year Nineteen Hundred and fifty-one (1951), before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry I. Brown, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated; and, further, that he has not been reimbursed for the advances as set out in this Petition, nor has he received any security of the same.

Witness my hand and Notarial Seal,

Winson G. Gott, Jr., Notary Public

Filed 18 April 1951

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is ORDERED this 18th day of April, in the year Nineteen Hundred and fifty-one (1951), by the Circuit Court for Anne Arundel County, sitting in Equity, that the Court Auditor, in stating the Account in this case, allow the claim of Harry I. Brown in the amount of Five Hundred Thirty-one and 10/100 Dollars ($531.10), according to its legal priority, and subject to proper exceptions.

Benjamin Michaelson
Judge

GEORGE B. WOELFEL, next of friend	:	No. 10,162 Equity
	:	In the
vs.	:	Circuit Court
	:	For
LAURINE E. MURRAY, an incompetent	:	Anne Arundel County

COMMITTEE'S REPORT OF SALE OF REAL ESTATE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Committee of the person and estate of Laurine E. Murray, an incompetent, designated by a decree of this Court, passed in the above-entitled cause on the 6th day of March, 1951, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital", a daily newspaper published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, on Church Circle in said City, on the 10th day of April, 1951, at 10 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Committee offered at public sale to the higest bidder the property mentioned in said decree, situated in the Second Election District of Anne Arundel County, containing 2.72 acres of land, more or less, improved by dwelling, and located on the northwest corner of DuBois and Best Gate Roads and more particularly described as follows:

All that parcel of land lying, being and situate near Wellsview in the Second Election District of Anne Arundel County on the southwest side of DuBois Road and on the southeast and northwest sides of the County Road leading from Weems Creek Bridge to Best Gate Station, and shown upon the plat and survey thereof made by J. Carson Boush, County Surveyor, dated March 31, 1915, and recorded

Filed 21 Apr., 1951.

among the Land Records of Anne Arundel County with deed from Noah C. Wantz and Mary F. Wantz, his wife, to John H. Murray and Laurine E. Murray, his wife, in Liber WNW No. 4, folio 88, being designated on said plat as Lots "A", "B", "M", 1, 2, 3, 4, 23, 24 and 25, containing in the aggregate 29.23 acres of land, more or less. Saving and excepting therefrom the following:

(a) Conveyance from Murray to Hoyda, 0.57 acre by plat and deed recorded on August 8th, 1921, among the Land Records aforesaid in Liber WNW No. 44, folio 21

(b) Conveyance from Murray to Beardmore, 2.11 acres by deed recorded on May 27th, 1933, among the Land Records aforesaid in Liber FSR No. 112, folio 88.

(c) Conveyance from Murray to Rogers and wife, 1.014 acres by deed recorded on December 22nd, 1933, among the Land Records aforesaid in Liber FSR No. 122, folio 62.

(d) Conveyance from Murray to Home Owners Loan Corp., 8.52 acres by mortgage recorded on July 19th, 1935, among the Land Records aforesaid in Liber FAM No. 141, folio 140.

(e) Mortgage Sale of said 29.23 acre tract under proceeding entitled "In the Matter of the Sale of the Mortgaged Real Estate of John H. Murray and Laurine E. Murray, his wife.", No. 7068 Equity, by which proceeding in the year 1935 the purchase money mortgage from Murray and wife to Wantz and wife, recorded in Liber WNW No. 4, folio 90, was foreclosed and sale made of said 29.23 acre tract; saving and excepting therefrom, however, the parcels (a) through (d), listed above.
Thus leaving John H. Murray and Laurine E. Murray, his wife, seized and possessed of but 8.52 acres out of the original 29.23 acre tract, said 8.52 acres being encumbered by the mortgage described in (d) above, which said mortgage was subsequently released.

(f) Conveyance by Laurine E. Murray, widow, to Clarence A. Beardmore, 5.8 acres out of the aforesaid 8.52 acre parcel, by deed recorded on October 4th, 1945, among the Land Records aforesaid in Liber JHH No. 342, folio 127

Thus leaving a lot or parcel of land containing 2.72 acres, more or less.

And your said Committee sold the above-described property to Jack Cohen and Yetta Cohen, his wife, for the sum of Nine Thousand Three Hundred Fifty ($9,350.00) Dollars, they being at that sum the highest bidders therefor, the terms of said sale being: a deposit of Five Hundred ($500.00) Dollars required of and paid by the purchasers on the day of sale, balance to be paid upon ratification of the sale, deferred payments to bear interest at the rate of six (6%) per cent from the day of sale.

Respectfully submitted,

George B. Woelfel Committee

George B. Woelfel, Committee.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 20th day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared George B. Woelfel, Committee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Munroe

Mary M. Munroe, Notary Public.

LIBER 74 PAGE 406

ORDER NISI

GEORGE B. WOELFEL,
next of friend

versus

LAURINE E. MURRAY,
an incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,162 Equity

Filed 21 Apr., 1951.

Ordered, this 21 day of April, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Committee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of May next.

The report states that the amount of sales to be $ 9,350.00.

John H. Hopkins, 3rd, Clerk.

True Cop

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,162 Equity
GEORGE B. WOELFEL, next of friend
Vs.
LAURINE E. MURRAY, an incompetent

Ordered, this 21st day of April, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Committee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of May next.

The report states that the amount of sales to be $9,350.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.

m-15

Filed 29 May, 1951.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Equity 10,162

Laurine E. Murray

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of May, 1951. The first insertion being made the 24th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By DB Macey

No. E. C. 9093

20

Clerk.

(Final Order)

LIBER 74 PAGE 407

GEORGE B. WOELFEL,
next of friend

versus

LAURINE E. MURRAY,
an incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 29 May, 1951

ORDERED BY THE COURT, This 29th day of May, 1951 that the sale made and reported by the ~~Trustee~~ Committee 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~~ Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

GEORGE B. WOELFEL, next of friend	:	No. 10,162 Equity
	:	In the
vs.	:	Circuit Court
	:	For
LAURINE E. MURRAY, an incompetent	:	Anne Arundel County

COMMITTEE'S REPORT OF SALE OF PERSONAL PROPERTY

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Committee of the person and estate of Laurine E. Murray, an incompetent, designated by a decree of this Court, passed in the above-entitled cause on the 6th day of March, 1951, to make sale of the personal property of said incompetent, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital", a daily newspaper published in the City of Annapolis, Anne Arundel County, for at least three times within ten (10) days prior to the day of sale, he did, pursuant to said notice, attend at the premises or dwelling of said incompetent on the northwest corner of DuBois and Best Gate Roads in the Second Election District of Anne Arundel County, on the 27th day of March, 1951, at 10:30 o'clock A.M., and then and there proceeded to sell said personal property in manner following, that is to say:

Your Committee offered at public sale to the highest bidders therefor all of the said incompetent's various items of personal property located on the aforesaid premises.

And your said Committee sold all items of said personal property to various and sundry purchasers for the total sum of Two Hundred Nineteen Dollars and Ninety-One Cents ($219.91), thec purchaser of each item of personal property being the highest bidder therefor, the terms of sale being cash paid by each and every purchaser on the day of sale.

Respectfully submitted,
George B. Woelfel
George B. Woelfel, Committee

Filed 23 Apr., 1951

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared George B. Woelfel, Committee named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Hoff

Mary M. Hoff, Notary Public.

LIBER 74 PAGE 410 # 0162 EQUITY

SINGLE PROBATE—NOTARY—CORPORATION.

CLAIM OF CONS. GAS ELEC LIGHT + POWER CO. OF BALTO.

State of Maryland, City of Baltimore, Set.

I HEREBY CERTIFY, that on this 24 th day of April A. D. 19 51, before me, the subscriber, a Notary Public, duly appointed, commissioned and qualified, in and for the State and City aforesaid, and having authority by law to administer oaths therein, personally appeared H. N. Waters - - - - - - - - - - - - - - - - and made oath in due form of law that he is an officer, holding the position of Chief Clerk, Customers' Accounting Department - - - - - - - - - - - of Consolidated Gas Electric Light and Power Company of Baltimore, a corporation duly incorporated under the laws of the State of Maryland, and that there is fully due and owing to said corporation upon the annexed account by Mrs. Laurine E. Murray, R. F. D. 3, Box 132, Annapolis, Maryland - - - - - - - - - - the sum of Thirteen - - - - - - - - - - - - - - - - - - dollars and no - - - - - - - - - - cents, together with interest from - - - - - - - - - - - - - - until paid, over and above all discounts; and further that he, the said H. N. Waters - - - - - - - - - - - - - - - believes the goods, wares and merchandise charged in annexed account were *bona fide* delivered as charged, and that he hath not, nor hath the said corporation, to his knowledge or belief, received any payment or satisfaction for the articles charged *more than credit is duly given for in and appearing upon said account*, nor hath he or the said corporation received any security for the same, and that the balance charged and claimed is justly due, according to the best of his knowledge and belief; and further, that he is the duly authorized agent of said corporation to make this affidavit, and that he hath personal knowledge of the matters herein contained.

Filed 26 Apr., 1951

H. N. Waters

H. N. Waters

IN TESTIMONY WHEREOF, and that the oaths aforesaid were duly made and subscribed to before me, as above stated, I have hereto set my hand and affixed my seal notarial, on this the day and year above written.

Ferdinand Harthausen

Ferdinand Harthausen - *Notary Public.*

(1237)—A-62—20S87—2B-18

Customers' Accounting Dept.

BALTIMORE—3, MD.

APR 18 1951

Name Mrs. Laurine E. Murray

Address R.F. D. 3, Box 132, Annapolis, Md.

To Consolidated Gas Electric Light and Power Company of Baltimore, Dr.

LEXINGTON BUILDING

LEXINGTON AND LIBERTY STREETS

Route 4532 ***Folio*** 590 c/o

Issued By I. M. Velenovsky

JH 4/24/51

			Dr.	Cr.	Bal.
	For electric service supplied customer at W. S. BestGate Rd., 1 S. Dubois Rd., Weems Creek, Annapolis, Md.				
8/18/50 to 9/20/50	184 K.W. H.	6.90			
	Fuel adjustment	.15			
	2% State tax - Preferred claim	.13	7.18		
9/20/50 to 4/ 5/51	8 K. W. H. - Minimum charge	5.70			
	2% State tax - Preferred claim	.12	5.82		
			13.00		13.00

GEORGE B. WOELFEL, ETC.	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
LAURINE E. MURRAY, an incompetent	*	NO. 10,162 EQUITY
	*	

* * * * *

CLAIM OF MURPHY ELECTRIC COMPANY

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Jerome Murphy, trading as Murphy Electric Company, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That the said Laurine E. Murray became indebted to your Petitioner in the sum of sixty-five dollars and sixty-six cents ($ 65.66) for which she issued her promissory note dated March 9, 1948. The note is attached hereto and made a part of this Petition.

2. That only one payment, of $ 5.00, was made on account of the indebtedness represented by said note on May 16, 1950.

3. That there is due your Petitioner the sum of sixty dollars and sixty-six cents ($ 60.66) plus the Attorney fee for collection, ten per cent, or the sum of $ 6.06.

WHEREFORE, your Petitioner prays the Court to pass an Order allowing him the aforesaid sums of money from the proceeds of sale in this case in the order of its priority.

AND, as indduty bound, etc.

Noah A. Hillman
Solicitor for Claimant

Filed 22 May, 1951.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 74 PAGE 412

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 22nd day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JEROME MURPHY, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Naomi K. Cook
Notary Public

Filed 23 May, 1951

ORDER OF COURT

ORDERED, this 23rd day of May, 1951, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition, Exhibit and Affidavit that the Auditor of this Court allow the claim in the sum of sixty dollars and sixty-six cents ($ 60.66) plus $ 6.06 Attorney fee out of the proceeds of sale in this case, in order of its priority, and subject to proper exceptions.

Benjamin Michaelson
Judge

"PROMISSORY NOTE

" Annapolis, Maryland (City) March 9, 1948 (Date) 194

"ON DEMAND, for value received, I (we) promise to pay to the order of MURPHY ELECTRIC COMPANY at their office to be hereafter designated, Sixty-Five and 66/100 Dollars $ 65.66, with interest at ____ per cent per annum from the date hereof.

"I (we) agree, in the event this note is placed in the hands of an attorney for collection, to pay 10 per cent of the amount due hereon as attorney's fees, or if prohibited, the amount permitted by law.

"I (we) hereby waive all benefits of valuation, appraisement and exemption laws, and all rights of appeal and release all errors.

Mrs Louvine E. Murray

"

GEORGE B. WOELFEL; Next of Friend	:	
	:	EQUITY NO. 10,162
VS.	:	IN THE CIRCUIT COURT FOR
LAURINE E. MURRAY, An Incompetent	:	ANNE ARUNDEL COUNTY

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

PETITION TO ALLOW MORTGAGE CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of T. Roland Brown, Mortgagee, by George E. Rullman, his Attorney, respectfully shows unto your Honors:

Filed 1 June, 1951

First: That he is the holder of a mortgage from Laurine E. Murray, widow, dated October 2, 1946, and recorded in one of the Land Records of Anne Arundel County in Liber J.H.H. 380, folio 491. The original mortgage is filed herewith, and prayed to be taken as a part hereof. There is due on the mortgage and interest the sum of Three Thousand Five Hundred Eleven and 60/100 Dollars ($3,511.60) as of April 10, 1951, and interest on Three Thousand Five Hundred Dollars ($3,500.00) at six per cent, from April 10, 1951.

Second: That the real estate owned by the said Laurine E. Murray has been sold under a Decree of this Court. The mortgage hereinbefore referred to was obtained prior to the date of said sale, and prior to the date of the incompetency of the said Laurine E. Murray.

Third: That after the expenses of this suit and all prior liens are satisfied, there will be a net surplus standing to the credit of the said Incompetent.

Your Petitioner, therefore, prays your Honors to pass an Order therein directing the Auditor, in stating the Account in this cause, to allow the mortgage claim of the said Petitioner.

AND, AS IN DUTY BOUND, etc.

George E. Rullman,
Attorney for Petitioner

Upon the aforegoing Petition and Exhibit, it is thereupon this 1st. day of June, 1951, ORDERED by the Circuit Court, for Anne Arundel County, in Equity, that the Auditor of this Court be, and she is hereby directed, in stating the account in this cause, to allow the mortgage claim of T. Roland Brown according to its legal priority, and subject to proper exceptions.

Judge

Filed 1 June, 1951.

GEORGE B. WOELFEL, Next of Friend	:	
	:	EQUITY NO. 10,162
VS.	:	IN THE CIRCUIT COURT FOR
LAURINE E. MURRAY, An Imcompetent	:	ANNE ARUNDEL COUNTY

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

PETITION TO ALLOW JUDGMENT LIEN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the County Trust Company of Maryland, a body corporate of the State of Maryland, by George E. Rullman, its Attorney, respectfully shows unto your Honors:

Filed 1 June, 1951

First: That it is a judgment creditor of the said Laurine E. Murray, having obtained a judgment against her on October 21st, 1950 in the amount of Three Hundred Eighty-one and 35/100 Dollars ($381.35), with interest from October 19th, 1950, costs of suit Fourteen and 50/100 Dollars ($14.50), Plaintiff's attorney's collection fee Thirty-eight and 14/100 Dollars ($38.14); a certified copy of which judgment is filed herewith, and prayed to be taken as a part of this Petition.

Second: That the real estate owned by the said Laurine E. Murray has been sold under a Decree of this Court, the said judgment having been obtained prior to the date of the sale.

Third: That after the expenses of this suit and all prior liens are satisfied there will be a net surplus standing to the credit of the said Incompetent.

Your Petitioner, therefore, prays your Honors to pass an Order therein directing the Auditor in stating the Account in this cause to allow the claim of said Petitioner.

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AND, AS IN DUTY BOUND, etc.

George E. Rullman,
Attorney for Petitioner

Upon the aforegoing Petition and Exhibit, it is thereupon this 18 day of June, 1951, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the Auditor of this Court be, and she is hereby directed, in stating the Account in this cause, to allow the claim of the said County Trust Company of Maryland, according to its legal priority, and subject to proper exceptions.

Filed 18 June, 1951

Judge

LIBER 74 PAGE 417

In the Circuit Court for Anne Arundel County:

No. 2521

LAW

G.E. Bullman
County Trust Company of Maryland, a body corporate

vs.

W. G. Gott
Laurine E. Murray

Judgment index.

Term, 19

1950, Oct. 21" Narr, Note and Order to enter Judgment by Confession fld., 1950, Oct. 21" Judgment by Confession in favor of the Plaintiff for the sum of Three Hundred Eighty-one Dollars and thirty-five cents ($381.35) current money with interest from the 19th day of October, 1950 and costs of suit 10% Plaintiff's Attorney's Collection fee, all stays of execution and exemption waived. Summons issued. Indexed in Non Est 11/8/50.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the above is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 31st day of May, 19 51.

John R. Robinson Jr.
Clerk of the Circuit Court for Anne Arundel County.

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GEORGE B. WOELFEL
Next Friend

vs.

LAURINE E. MURRAY,
An Incompetent.

: No. 10, 162 Equity

In The Circuit Court For

: Anne Arundel County.

PETITION TO ALLOW CLAIM

To The Honorable, The Judges of said Court:

The petition of McNew Bros., Incorporated respectfully shows:-

That Laurine E. Murray was bonafidely indebted to the petitioner for work and materials furnished to her and at her request as per the itemized account hereto attached, in aggregate sum of $178.36.

That all of said work and materials were necessary for the preservation of her realty and premises, and the prices charged are fair and reasonable market prices at the time said work and materials were furnished.

Petitioner prays that payment be made out of the proceeds of sale of property in above proceeding.

Respectfully,

McNew Bros., Incorporated

by Walter McNew President

6 N. Taylor Ave., Annapolis, Md.

Emanuel Klawans Solicitor

Emanuel Klawans
Maryland Hotel Bldg.
Annapolis, Md.

Filed 7 June, 1951.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 21st day of May, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Walter McNew and made oath in due form of law that he is an officer holding position of chief clerk customer's account division of McNew Bros., Inc.,

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and that there is fully due and owing to said corporation upon the annexed account by Mrs. Laurine E. Murray the sum of $178.36 over and above all discounts ; and further, that he, the said Walter McNew believes the work and materials charged in the annexed account were bonafidely furnished and delivered as charged, and that he has not, nor has said corporation, received any payment o or satisfaction for said work and materials more than credit is duly given for and appearing upon said account, nor has he or said corporation received any security for the same, and that the balance charged and claimed is justly due, and that he is the duly authorized agent of said corporation to make this affidavit, and that he has personal knowledge of the matters herein stated, and that the prices charged in said account for said work and materials are the fair and reasonable market prices for same at the times when said work and materials were furnished, and that said work and materials were necessary for preservation and utility of her realty, and that said corporation keeps regular books of account and the keeping of same is under the supervision of the affiant, and that entries in such books of account made in regular course of business show that she is indebted to said corporation for said amount and that no payment or satisfaction for said work and materials has been had more than credit is given for and appearing in annexed account.

At the same time also appeared Willis McNew, employee of said corporation, and made oath in due form of law that the work and materials charged in the annexed account were furnished to Laurine E. Murray and at the prices charged and she assumed to pay for same.

WITNESS my hand and notarial seal.

Emanuel Klawans Notary Public

Emanuel Klawans

LIBER 74 PAGE 420

Filed 8 June, 1951

ORDER OF COURT

Upon the aforegoing petition, exhibit, and affidavit, it is ordered by the Circuit Court for Anne Arundel County sitting in Equity this 8th day of June, 1951, that the Court Auditor allow the claim of McNew Bros., Incorporated against Laurine E. Murray in sum of $178.36, subject to proper exceptions.

Benjamin Michaelson, Judge

McNEW M-B BROS.
INCORPORATED
ANNAPOLIS, MD.
P. O. BOX 503

PLUMBING AND HEATING
CONTRACTORS

6 N. TAYLOR AVENUE
TELEPHONE 6421

Mrs. Laurine E. Murray
Best Gate Road,
Weems Creek, Md.

Furnishing and installing new cylinder and foot valves in pump.

Labor

12/29/49	Mechanic and helper	7 hrs. @ $ 4.00 per hr.		$ 30.00
12/31/49	" " "	6 " " " " "		24.00
1/3/50	" " "	5 3/4 hrs. " " "		23.00
		Total Labor		$ 77.00

Materials

3 - 3" pump leathers	$ 2.25		
1 - 1" " "	.19		
1 - 1¼" foot valve with strainer	3.87		
1 - 2" pump cylinder	16.03		
		Total Material	22.34
		Md. Sales Tax	.45
		Total	$ 99.79

Renewed copper water line and stop valve in basement.

Labor

3/10/50	Mechanic and helper	1/2 hr. @ $ 3.00		3.00
3/11/50	"	3 " 3.00		9.00
		Total Labor		$ 12.00

Material

15' 1/" type L copper tubing	$ 3.30		
2- 1/2 Males adaptors	.28		
1- 1/2 copper stop and waste	1.28		
3- 1/2 copper pipe straps	.24		
	$ 5.10	Total Material	5.10
		Md. Sales Tax	.11
		Total	$ 17.21

McNEW M-B BROS.
INCORPORATED
ANNAPOLIS, MD.
P. O. BOX 503

PLUMBING AND HEATING
CONTRACTORS

6 N. TAYLOR AVENUE
TELEPHONE 6421

(2)

Mrs. Laurine E. Murray
Best Gate Road
Weems Creek, Md.

Repairs to pump, renewed water lines from house to pump.

Labor

7/8/50	Mechanic and helper	2½ hrs.	@ $ 4.00	per hr.	$ 10.00
7/8/50	"	2½ "	@ $ 2.25	" "	5.63
7/11/50	Laborers	16 "	@ 1.00	" "	16.00
7/11/50	Mechanic and helper	4½ hrs.	@ 4.00	" "	17.00
7/12/50	Laborer	3 "	@ 1.00	" "	3.00
		Total Labor			$ 51.63

Materials

2 - 1 13/16" cup leathers	$ 1.12	
1 - 1/2" faucet washer	.10	
1 - 1/2" faucet screw	.10	
70' 3/4" galv. pipe	13.44	
2 - 3/4" galv. unions	1.92	
1 - 3/4" galv. tee	.54	
3 - 3/4" galv. ells	1.11	
	Total Materials	18.33
	Md. Sales Tax	1.40
		$71.36

Total Charges	$ 188.36
Paid 5/12/50	10.00
Balance	$ 178.36

GEORGE B. WOELFEL Next Friend, vs. LAURINE E. MURRAY, An Incompetent.	:	No. 10,162 Equity In The Circuit Court For Anne Arundel County.

PETITION TO SET ASIDE SALE

To The Honorable, The Judges of said Court:

The petition of Jack Cohen and Yetta Cohen, his wife, respectfully shows:-

Filed 8 June, 1951

1. That by order of this Court passed in the above case, George B. Woelfel, as Committee of the person and estate of Laurine E. Murray, an incompetent, was empowered to sell her remaining real estate.

2. That he advertised the same for sale at public auction, and the advertisement stated that the said realty has a frontage on Dubois Road of "900 feet, more or less", and the same representation was read and made at the time that said property was being sold at public auction.

3. That the petitioners bid for and became the purchasers of said realty in reliance upon said representation.

4. That in fact the said realty only has a frontage of 727.15 feet on Dubois Road.

5. That the petitioners bid up to $9,350.00 for said realty for the reason that the stated frontage of 900 feet would have enabled them to sell a number of building lots. The said realty is triangular in shape, and when said frontage is reduced to 727.15 feet not only are some of the expected lots eliminated but the remaining proposed lots are rendered too shallow in depth for value as building lots and the existing acreage cannot be used for that purpose as the petitioners contemplated in making their bid.

6. That the value of the property is greatly reduced by the 173 feet shortage of frontage.

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7. That the petitioners did not know of the shortage of frontage until this date, June 7, 1951, when a proposed conveyance of the property to them was presented to them for the first time and they failed to find any 900 feet more or less frontage on Dubois Road, and they made inquiry therefor and for the first time was told that the frontage is only 727.15 feet.

TO THE END THEREFORE: (1) That the sale to them be set aside.

(2) That petitioner's deposit be refunded.

(3) That pending decision of this matter petitioners be allowed to deposit the balance of the purchase price in this Court to avoid running of interest, and to be returned to them if the sale is vacated.

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

And as in duty bound, etc.

_____ Petitioner
Jack Cohen, 117 Main St., Annapolis, Md.

_____ Petitioner
Yetta Cohen, 117 Main St., Annapolis, Md

Emanuel Klawans Solicitor for the Petitioners
Emanuel Klawans
Maryland Hotel Bldg.
Annapolis, Md

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 7 day of June, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Jack Cohen and Yetta Cohen and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as there stated, to the best of his/and her information, knowledge and belief. Witness my hand and notarial seal.

Emanuel Klawans Notary Public
Emanuel Klawans

LIBER 74 PAGE 424

ORDER OF COURT

Filed 8 June, 1951.

Upon the aforegoing petition and affidavit, it is this 8th day of June, 1951, by the Circuit Court for Anne Arundel County sitting in Equity, ordered that leave is granted to the petitioners to pay into this Court, to the Clerk of Court, the balance of the purchase price, pending outcome of said petition and subject to further order of this Court.

Benjamin Michaelson Judge

I acknowledge that a copy of the aforegoing petition and proposed order was served upon me June 7th, 1951.

George B. Woelfel Committee

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

PHONE 2282

Filed 11 June, 1951.

SETTLEMENT BETWEEN GEORGE B. WOELFEL, COMMITTEE, AND YETTA COHEN FOR MURRAY PROPERTY

Purchase price	$9350.00
Less deposit	500.00
	$8850.00
Interest 6% on unpaid balance to 6/10/51	88.50
	$8938.50
Less one-half of State and Federal revenue stamps	10.45
	$8928.05
6½ months adjustment of taxes, County 1951	20.35
	$8948.40

George B. Woelfel next friend	:	No. 10162 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Laurine E. Murray an incompetent	:	Anne Arundel County
	:	

: : : : : : : : :

ANSWER TO PETITION TO SET ASIDE SALE

To the Honorable, the Judge of said Court:

The answer of George B. Woelfel, Committee, to the petition of Jack Cohen and Yetta Cohen, his wife, respectfully shows:

1.

That this Respondent admits the allegation contained in paragraph one of said petition.

2.

That this Respondent admits the allegation contained in paragraph two of said petition.

3.

That this Respondent has no knowledge of the matters alleged in paragraph three of said petition, and can therefore neither admit nor deny the same.

4.

This Respondent admits the allegation contained in paragraph four of said petition.

5.

This Respondent admits the Petitioners bid $9350.00 for the said realty under a probability that there was 900 feet frontage on DuBois Road but said tract of land being triangle in shape and coming to the apex on DuBois Road, this Respondent denies that they could sell a number of lots on that road even if they had the additional 172 feet as it would be too shallow as alleged in said

Filed 17 July, 1931.

petition for the said triangle would be 50 feet at the base and about 150 feet altitude and 172 feet for the hypotenuse.

6.

This Respondent denies that the value of the property is greatly reduced by the shortage on the said road and that there is no shortage on the macadam or front road.

7.

Your Respondent has no specific knowledge when the Petitioners found out that the shortage existed and therefore can neither admit nor deny the allegation contained in paragraph seven.

And further answering said petition in general this Respondent alleges that the purchasers procured the 2.72 acres described in the said advertisement of sale, that they procured the 388 feet frontage situate on the Best Gate Road which is a boulevard or State Road; that the advertisement read 900 feet, more or less, on DuBois Road but assuming there was the 172 foot shortage existing DuBois Road, which is an unpaved county road and that there are but three houses on DuBois Road from the Best Gate Road running north where the shortage existed. Moreover, that the house is so situate on the property that no lots could hardly be sold on DuBois Road beyond the same and that the purchasers measured the land prior to its purchase, saw the boundaries and since the purchase have painted the house, cut the grass and permitted the sale to be ratified before making their objections, wherefore, your Respondent avers that the aforesaid sale made and reported by him on the day of April, 1951, should not be set aside but that the purchasers should be compelled to perform their agreement.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel, Committee,
9-11 School Street,
Annapolis, Md.

"

I hereby certify that upon this 17th day of July, 1951, I left a copy of the above answer with Emanuel Klawans, Esq., Md. Hotel Bldg., City.

George B. Woelfel

GEORGE B. WOELFEL, NEXT FRIEND : No. 10,162 Equity

vs. In The Circuit Court For

LAURINE E. MURRAY, AN INCOMPETENT : Anne Arundel County.

REPLICATION TO ANSWER TO PETITION TO SET ASIDE SALE

To The Honorable, The Judges of said Court:

The replication of Jack Cohen and Yetta Cohen, his wife, to the answer to the petition to set aside the sale, respectfully shows:-

1. That they deny all of the facts alleged in paragraph No. 7 of said answer.

And as in duty bound, etc.

E. Clawans

Solicitor for petitioners

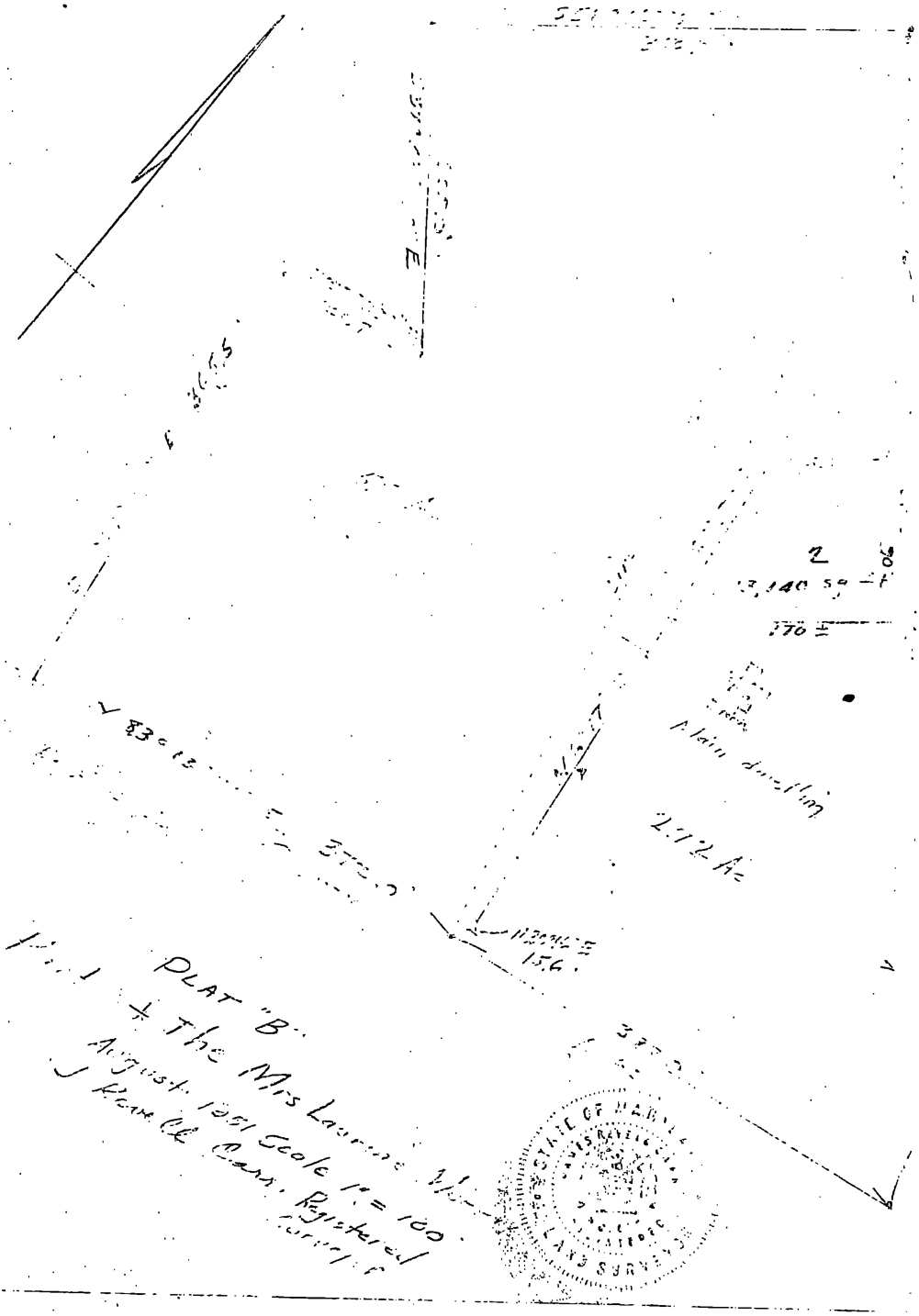
Filed 8 Aug

I hereby acknowledge receipt of a copy of the above replication this 8th day of August, 1951.

Fred B Woelfel

R. Ex. A.

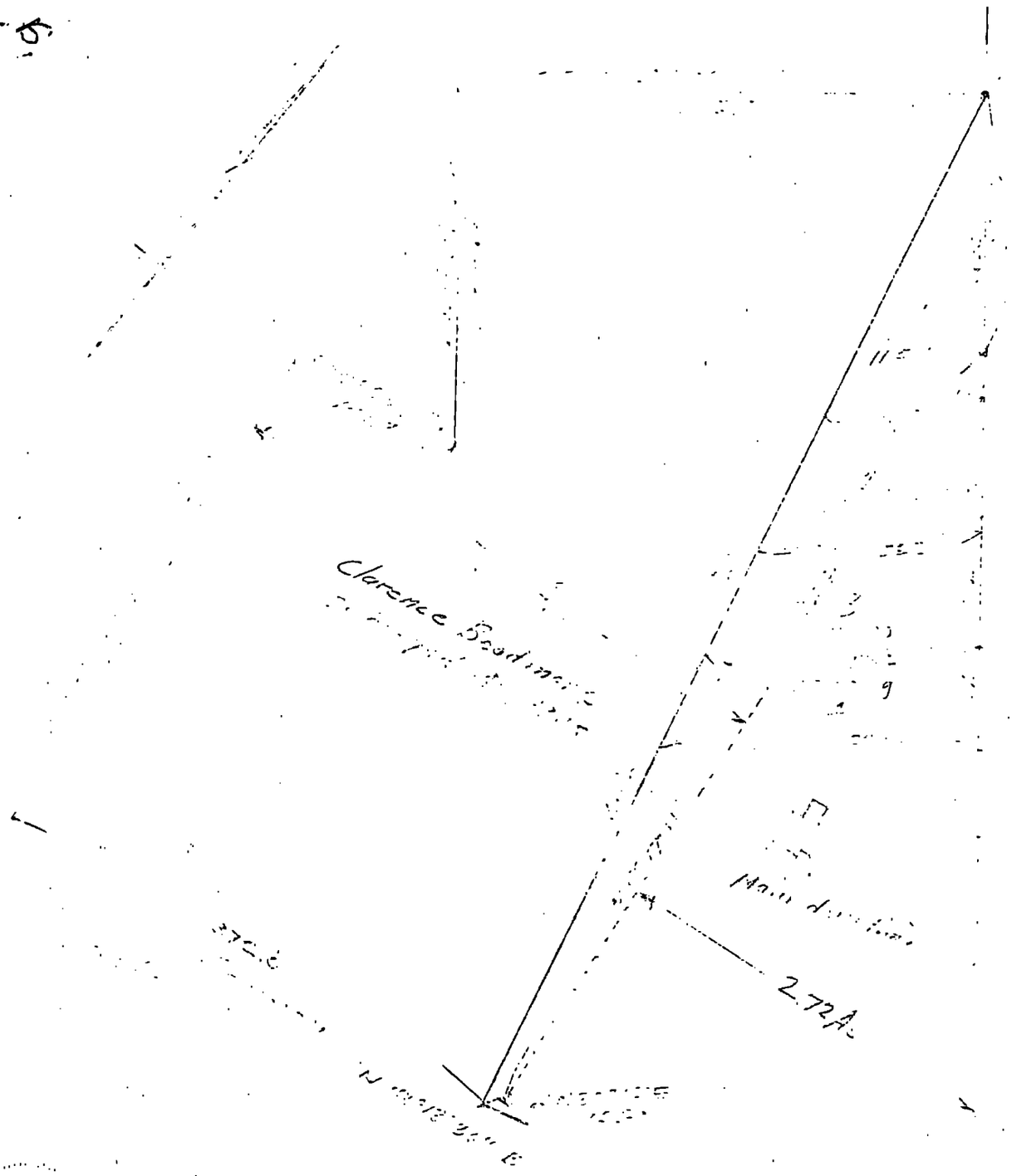
Filed 9 Aug., 1951



37

Pl. Ex. B.

Filed 9 Aug. 1951



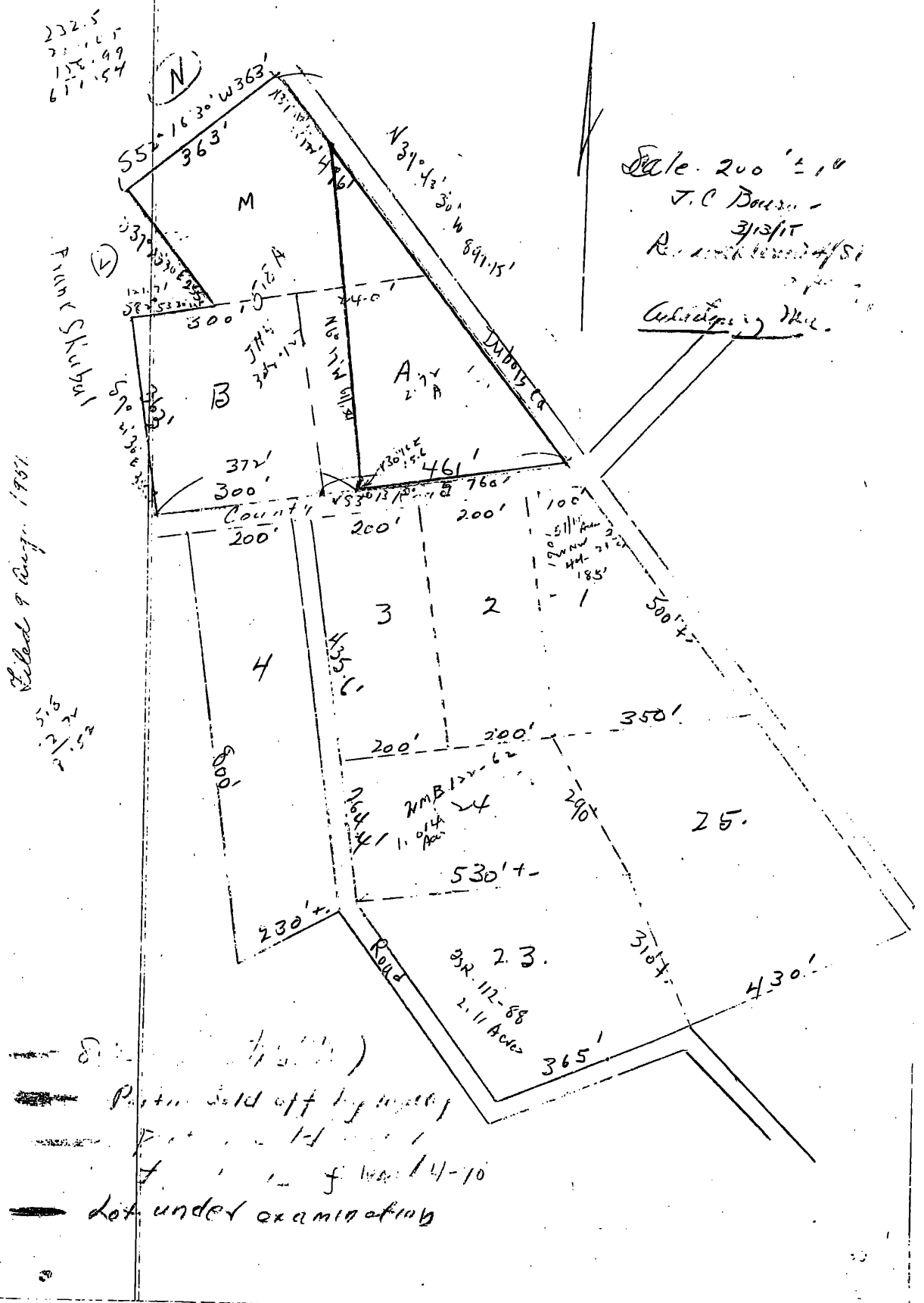
PLAT "A"

Part of the

Mrs Lizzie Morrow Tract

Aug 1951 Scale 1" = [illegible]

[illegible]


N
S52°16'30"W 363'
363'
M
N 39°43'30"W 899.15'
Scale 200' ± 1"
J.C Bouse
3/13/17
Frank Skubal
300'
B
A
Dubois Cd
372'
300'
461'
760'
County
200'
200'
200'
100'
185'
500'+
3
2
1
4
435.6'
350'
200'
200'
800'
264.4'
24
290'
25.
530'+
230'+
Road
23.
310'+
430'
365'
Lot under examination

LIBER 74 PAGE 431

PUBLIC SALE

OF VALUABLE

Real Estate

LOCATED ON THE NORTHWEST INTERSECTION OF BEST GATE AND DUBOIS ROADS AT WEEMS CREEK CONTAINING 2.72 ACRES OF LAND, MORE OR LESS, HAVING A FRONTAGE OF 388 FEET, MORE OR LESS, ON BEST GATE ROAD AND 900 FEET, MORE OR LESS, ON DUBOIS ROAD. IMPROVED BY A 2½ STORY FRAME DWELLING WITH FRUIT TREES, FLOWERS AND SHRUBBERY ON THE PREMISES.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated March 6th, 1951, and passed in a cause therein pending, wherein George B. Woelfel, next friend, was plaintiff, and Laurine E. Murray, an incompetent, was defendant, the same being No. 10,162 Equity, the undersigned, as Committee, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on Church Circle side on

Tuesday, April 10th, 1951

AT 10 O'CLOCK A. M.

All that lot of ground situate on the northwest corner of DuBois and Best Gate Roads, containing 2.72 acres, more or less, being the same property which was conveyed unto Laurine E. Murray by deed dated October 24th, 1918, containing 8.52 acres from which parcel of ground Laurine Murray conveyed unto Clarence A. Beardmore 5.8 acres thereby leaving 2.72 acres.

IMPROVEMENTS: This property is improved by a 2½ story frame dwelling with basement which has been converted into two apartments having a bedroom, dining room, living room and kitchen with toilet downstairs with a kitchen, living room and bedroom and bath on the second floor, equipped with hot air heat supplied by an oil burning furnace with a summer and winter hot water hookup.

TERMS OF SALE: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid upon ratification of the sale, deferred payments to bear interest at the rate of 6% from the day of sale or all cash at the option of the purchaser.

For further particulars, apply

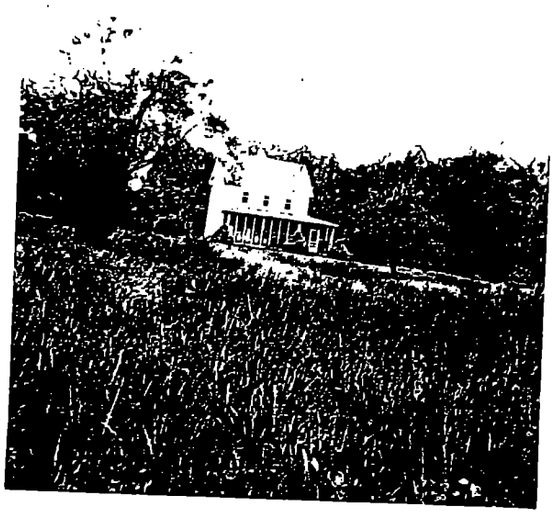
GEORGE B. WOELFEL, Committee
9-11 School Street,
Annapolis, Maryland.

Filed 4 Aug. 1931

Defendant's Exhibits
Nos. 1, 2 and 3.

Return to
CLERK CIRCUIT COURT
ANNAPOLIS
ANNE ARUNDEL COUNTY, MD.
If not delivered in 5 days

JOHN H. HOPKINS, 3RD., CLERK



IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

GEORGE B. WOELFEL, next friend, etc., etc.	:	
VS.	:	NO. 10162 EQUITY
LAURINE E. MURRAY, an incompetent.	:	

::::::::

ORDER OF COURT

The matter of the petition filed by Jack Cohen and Yetta Cohen herein on June 8, 1951, praying that they be relieved of their purchase of the property mentioned in these proceedings, coming on for hearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this sixteenth day of August, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said petition be, and the same is hereby, dismissed; and that the petitioners pay the costs incident thereto.

Judge.

Filed 16 Aug. 1951.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

GEORGE B. WOELFEL, next friend, etc., etc.	::	
VS.	::	NO. 10162 EQUITY
LAURINE E. MURRAY, an incompetent.	::	

:::::::

O P I N I O N

Filed 16 Aug. 1951

This case is before me on the petition of the purchasers at a committee's sale, to be relieved of their purchase on the ground that they were misled by a mistake in the description of the property in the advertisement of sale. A certain Laurine E. Murray was regularly adjudicated an incompetent, and George B. Woelfel, Esquire, appointed committee of her person and estate. Said committee was, in due course, authorized and directed to sell certain real estate owned by said incompetent. He advertised the property as being located at the northwest intersection of the Best Gate and Dubois Roads, at Weems Creek, containing 2.72 acres of land, more or less, with a frontage of 388 feet, more or less, on said Best Gate Road, and 900 feet, more or less, on said Dubois Road, improved by a 2 1/2 story frame dwelling, etc. It was, then, stated that the property consisted of 8.52 acres acquired by the said Laurine E. Murray by deed dated October 24, 1918, less 5.8 acres thereof conveyed to Clarence A. Beardmore. The sale was had at the Court House door on Tuesday, April 10, 1951, at ten o'clock A. M. Jack Cohen and Yetta Cohen, his wife, became the purchasers at and for the price and sum of ninety-three hundred fifty dollars ($9350.00). The sale was duly reported to this court, and, on May 29, 1951, finally ratified. Ten days later, Mr. and Mrs. Cohen filed their petition herein alleging that said property's frontage on said Dubois Road was only 727.15 feet instead of the 900 feet, more or less, stated in the advertisement,

that they were misled thereby, etc., and asked that the sale made, reported and ratified as aforesaid be set aside and annulled, and the committee required to return to them the deposit of five hundred dollars ($500.00) made by them at the time the property was knocked down. At the hearing, and in their brief, Mr. and Mrs. Cohen suggested that they would be satisfied to let the sale stand, provided the court reduced the purchase price one thousand dollars ($1000.00). No question as to the validity of the title was raised.

The petitioners permitted the sale to be ratified without objection, and, at one time in the history of our jurisprudence, this would probably have precluded them from raising any further questions. (Brown vs. Gilmor, 8 Maryland 322). But the courts of today are more tolerant; and now the rule seens to be that when the court can see that an injustice will be done a purchaser by compelling him to take the property, it has the power to rescind the order of ratification, if the proceeds of sale are still under its control, provided the facts relied on are "very clearly established", and "of such character as strongly appeal to the conscience of the court". (Emphasis mine). Gottschalk Company vs. Samuelson, 128 Maryland 541, 543).

The difficulty with the petitioners' proof is that it is all predicated on the idea that the committee was bound not only to give them 900 feet frontage on Dubois Road, but a lot containing .63 of an acre more than the advertisement called for, that is to say, a lot containing 3.35 acres as against the 2.72 acres advertised, or an increase of a little more than 23 percent. In construing the advertisement, we must, I think, take it as a whole. The petitioners do not have the right to just pick out those parts which are favorable to their position, and ignore all the balance. The old fashioned game of "give and take" cannot be played by taking everything and giving nothing.

Best Gate Road runs almost due east and west. Dubois Road runs into it at an angle of 59 3/4 degrees. The property in

question lies in that angle. Best Gate Road is the principal road, the road towards which the house faces, and the road which is definitely more built up. The property fronts 388 feet on the north side thereof, and extends back along the southwest side of Dubois Road 727.15 feet. The lot is nearly triangular in shape, and its westernmost outline (consisting of two lines 627.24 feet long) runs nearly perpendicular to Best Gate Road. In other words, the property is almost exactly a right angle triangle with the hypotenuse along Dubois Road. The house is about in the middle of the lot when measured from north to south, as well as when measured from east to west. What the petitioners have done is to have Mr. J. Revell Carr, a very competent land surveyor, extend the hypotenuse of this triangle down (northwestwardly) Dubois Road 172 feet, and then draw a straight line from the end thereof to the southwest corner of the property on Best Gate Road, and thereby add a triangle containing .63 of an acre to the property. This triangle not only adds to the length of the hypotenuse on Dubois Road, but also adds to the width of the entire property along its entire westernmost outline, of from nothing at the corner on the Best Gate Road to from 85 to 90 feet at a point opposite the southernmost end of said 172 feet line. The petitioners had Mr. Carr make two plats which he designated "Plat A" and "Plat B", wherein, after showing the addition of the .63 of an acre, he divided the area back of the house into lots fronting on Dubois Road and running back at right angles thereto. He, then, figured that with a frontage of only 727 feet on Dubois Road, he could only get two lots out of that area, while with a frontage of 900 feet, plus the triangular lot which the petitioners had him add as aforesaid, he could get four lots. The petitioners then proved by Mr. Remaley, their real estate expert, that each of these two additional lots would be worth four hundred fifty dollars ($450.00), and that there would be a little more lost (not gained), which little more he valued at one hundred dollars ($100.00), so that he figured the property was worth one thousand dollars

($1,000.00) less with a frontage of only 727 feet on Dubois Road, than it would have been, had the frontage been 900 feet thereon. As heretofore indicated, the difficulty with this testimony is that when Mr. Carr added the 172 feet, he also added .63 of an acre, and this .63 of an acre not only enabled him to get the additional width in the back, but actually added as much as 25 to 30 feet on to the width of that part of the lot lying between the house and the Best Gate Road, and, accordingly, made that part more valuable.

I think the philosophy underlining the petitioners' case is all wrong. A piece of land has length and it has breadth, but it may be of any shape imaginable. The advertisement stated that the piece of land in question had a frontage of 388 feet on Best Gate Road, and 900 feet on Dubois Road, and that it contained 2.72 acres. What was being sold was a house and lot, that is to say, a residential property. The improvements were described in detail, but there was no suggestion that a development proposition was being offered. As heretofore stated, the frontage on Best Gate Road was the principal, and, by far, the most valuable frontage. The frontage on Dubois Road was secondary. The first 450 feet of that frontage is needed to protect the house. The balance thereof is in woodland with the trees small in diameter, but thick on the ground. Anyone attempting to build a house thereon would have to spend a lot of money in clearing up the ground. That the Best Gate Road frontage was of more importance in the petitioners' mind than the Dubois Road frontage, is best evidenced by the fact that they, after they bought the property, but before the sale was ratified, carefully and laboriously measured the Best Gate Road frontage with a yardstick, but did not even take the trouble to "step off" the frontage on the Dubois Road.

While the advertisement named a frontage on Best Gate Road, and another on Dubois Road, and gave the area of the lot, it did not attempt to define the shape of the lot. A rectangular lot with a width of 388 feet, and a length of 900 feet, would contain over 8

acres. A right angle triangle with a base of 388 feet, and an altitude of 900 feet, would contain over 4 acres. The petitioners knew they were only getting 2.72 acres. They, therefore, knew that the shapes just mentioned were out of the picture. They, however, did not know whether the land they were buying was triangular or not, and, if triangular, whether the triangle was a right angle triangle, or some other kind of a triangle. In fact, they didn't know whether they were getting a lot with three sides, or four sides, or a half dozen sides. They did know, however, that they were only to get 2.72 acres. It necessarily follows, that if they expected to get more depth (from Best Gate Road) than was actually there, they would have to get less width. What they are now trying to do is to claim not only an increased depth (which is not there), but, instead of accepting a decress in width by reason thereof, to actually demand an increase in width, or compensation therefor. While I have heretofore referred to the lot as triangular - which is substantially correct - it, in fact, has four sides. The westernmost boundary runs from the southwest corner, first, north 30 degrees, sixteen minutes east, 15.6 feet, and then north 6 degrees, 17 minutes west, 611.54 feet. Now, let us suppose that the first of these lines was extended 100 feet, and a line runs from the end of that 100 feet to the north end of Mr. Carr's 172 feet line. What would we have? We would have a lot with a frontage of 388 feet on Best Gate Road, 900 feet on Dubois Road, and an area of almost exactly 2.72 acres, but the parts of the lot lying south and west of the house would be much narrower than they actually are. In other words, while the owner would gain a little in value in the back, he would lose more value by a decrease of width in front. A description of that kind would have answered the advertisement, and, as I see the situation, it would be more logical and more equitable to ask the purchasers to take a lot of that shape, than for them to demand an adjustment on the theory that they were entitled to .63 of an acre more than the advertisement called for.

What the petitioners are entitled to, and what they will get, is 2.72 acres of land improved by the residence. That is the paramount consideration. The exact shape this 2.72 acres takes is secondary. If the petitioners want to sell lots, they can sell just as many as this 2.72 acres will produce, and no more. Front footage is, of course, desirable, but it is not the only thing. The evidence shows that the Health Department's rules require lots to contain 11,250 square feet, or slightly more than a quarter of an acre. These rules do not attempt to regulate the shapes of lots. As long as there is a reasonable access to a lot, square footage, accordingly, takes a place of even more importance than front footage. This is especially significant when applied to the lot in question. With 388 feet frontage on Best Gate Road, and 727 on Dubois Road, we already have as much, if not more, than we need. What the petitioners need is not more frontage, but more depth; and that is exactly what they tried to get when they attempted to add on that imaginary .63 of an acre. Mr. Carr recognized this idea when he laid out the lots on his plat. He had to get a certain number of square feet into each lot so the more depth he could give them, the less width was necessary. That advertisement did not say that the stated frontage on Dubois Road had enough depth therefrom to enable the purchasers to sell off that section in lots. For all the petitioners knew when they bought, there might not have been enough depth there to get even one lot, much less the two which Mr. Carr did get. They had never seen the property; and they asked no questions. They did not know where the house was located on the lot, or how much of the frontage on Dubois Road was in front of the house, and how much in the rear thereof. They did not know whether they could sell one lot or a dozen. They did not know whether there was sufficient depth (from east to west) to permit them to sell any - they just did not know anything other than that they were getting a nice residential property. How can they, under those circumstances, say that they were misled? How can they, under those circumstances,

ask to be relieved of their purchase, or granted an abatement of the purchase money? The advertisement stated that there was only 2.72 acres in the property, and showed that this was arrived at by substracting the 5.8 acres sold from the 8.52 acres originally in the tract. The petitioners are getting that 2.72 acres. They are not entitled to any more, and the fact that the land they are getting does not have quite as much frontage on Dubois Road as they thought it did, does not prevent them from selling as many square feet as they would have been able to sell were the depth of the lot, from Best Gate Road, increased, and its width decreased. The prospect of selling lots was not the consideration which impelled this purchase. These purchasers are careful business people. They bought this property because, as a residential property, it looked cheap at the price (and I think it is). They never ventured ninety-three hundred fifty dollars ($9350.00) of their money on the chance that they might be able to sell a lot or two. If they had expected to sell lots, they would have made sure that the lots were there to sell.

While I decide against the petitioners on the inherent weakness of their case, it must not be overlooked that the values placed by Mr. Shawn, the real estate expert produced by the committee, on the frontage on Dubois Road, as well as on the .63 of an acre which the petitioners would add to the property, were much lower than the values testified to by Mr. Remaley, the petitioners' expert, while the value placed by Mr. Shawn on the whole property was more than that placed thereon by Mr. Remaley. I listened carefully to the testimony of these two Gentlemen, and the reasons they advanced to support their opinions, and I, with counsel, went out and looked at the property. I am definitely more impressed by Mr. Shawn's figures than by Mr. Remaley's. If I could not decide the case on the point I do decide it on, I would certainly not hesitate to say that the petitioners had not met the burden cast on them by law, supra.

16 August 1941

Judge.

George B. Woelfel, next friend,	:	No. 10162 Equity
	:	In the Circuit Court
vs.	:	
	:	for
Laurine E. Murray, an incompetent.	:	Anne Arundel County
	:	

: : : : : : : : : : :

PETITION TO DELIVER MONEY DEPOSITED IN THIS COURT BY JACK COHEN AND WIFE TO GEORGE B. WOELFEL AND ORDER OF COURT THEREON

: : : : : : : : : : :

Filed 21 Aug. 1951

To the Honorable, the Judges of said Court:

The petition of George B. Woelfel as Committee of Laurine E. Murray respectfully shows:

1.

That Jack Cohen and Yetta Cohen, his wife, deposited eight thousand nine hundred forty-eight dollars and forty cents ($8948.40) with the clerk of this Court pending the outcome of exceptions filed by them against the sale reported in these proceedings.

2.

That the said exceptions have been dismissed after hearing and said sale is now final.

3.

That the said Jack Cohen and Yetta Cohen, his wife, have stated that they do not intend to take an appeal from the said decision and request the Petitioner to execute a deed to them.

To the end, therefore:

1. That this Court order the Clerk of the Circuit Court for Anne Arundel County to deliver said sum of money to the Petitioner and Committee of Laurine E. Murray.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Petitioner and Committee

The undersigned, Emanuel Klawans, as solicitor for Jack Cohen and Yetta Cohen, his wife, hereby consents to the passage of the order as prayed in the above petition.

Emanuel Klawans

Emanuel Klawans,
Solicitor for Jack Cohen and
Yetta Cohen, his wife.

ORDER OR COURT

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 22d day of August, in the year 1951, that the Clerk of the Circuit Court for Anne Arundel County is hereby authorized and directed to deliver to George B. Woelfel, as Committee and next friend of Laurine E. Murray, all of the money heretofore deposited with him by Jack Cohen and Yetta Cohen, his wife, to wit: Eight Thousand Nine Hundred Forty-Eight Dollars Forty Cents ($8948.40).

Benjamin Michaelson
Judge

Filed 22 Aug., 1951.

8/23/51 Recd of John N. Hopkins III clerk, check for $8948.40.
George B. Woelfel
M. M. L.

45

George B. Woelfel, next friend,	:	No. 10162 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Laurine E. Murray an incompetent	:	Anne Arundel County
	:	

: : : : : : : ::

PETITION FOR A FEE AND ORDER OF COURT THEREON

: : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That your Petitioner prepared the petition, sought the services of two doctors and had them swear to their findings, he conducted the inquisition, prepared the confirmation of said inquisition, the petition for the appointment of a committee, thereupon he examined the title to the real estate which was a most difficult one as numerous tracts had been sold out of the original one, prepared the petition for the sale of the real estate, took the testimony, prepared the decree and then sold the property at public auction. Subsequently, exceptions were filed to the ratification of the sale and your Petitioner procured a real estate agent, tried the exceptions which resulted in the sale being ratified and confirmed.

2.

Your Petitioner has received no fee or compensation for his services rendered and the only relative of the said Laurine E. Murray is a brother in Chicago who stated he had no interest in the case.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court authorizing and directing the Court's Auditor to allow your Petitioner a reasonable

46

Filed 7 Sept, 1951

fee out of the $9,350.00, the proceeds of sale, commensurate with the work performed.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel, Committee

We, the undersigned, members of the Anne Arundel County Bar, do hereby certify that we have read the proceedings in this cause and have considered the skill used in performing these duties and we believe that a fee of five hundred Dollars is a fair and reasonable one for this Honorable Court to allow this Petitioner for his services rendered.

Noah A. Hillman

Ross C. Rowe

ORDER OF COURT

Upon the aforegoing petition and certificate it is this 10 day of September, in the year 1951, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that George B. Woelfel, petitioner in this cause, be, and he is hereby allowed the sum of Four Hundred Dollars for his services rendered, subject to the usual exceptions.

Benjamin Michaelson

Judge

Filed 10 Sept. 1951.

George B. Woelfel, next friend,	:	No. 10162 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Laurine E. Murray, an incompetent	:	Anne Arundel County
	:	

: : : : : : : : : : :

STATEMENT OF ASSETS
AND
ORDER REFERRING PROCEEDINGS TO AUDITOR TO STATE AN ACCOUNT

Filed 2nd Oct., 1951

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That on February 27th, 1951, your Petitioner was appointed committee of the person and estate of Laurine E. Murray.

2.

That since qualifying as said committee your Petitioner, in accordance with the order of court, sold all of the personalty located in the house for the sum of - - - - - - - - - - - - $219.91

That your Petitioner sold the real estate and received a deposit of -500.00

He Collected the balance - - - - - - - - - - - - - - - - - 3850.00

Interest thereon to June 10th, 1951, - - - - - - - - - - - 88.50

Adjustment of taxes for 5½ months,- - - - - - - - - - - - - 20.35

Total $9678.76

3.

That your Petitioner has the following checks which he will endeavor to cash.

Check from Chadwick Services - - - - - - - - - - - - - - - - - -44.00

Social Security checks: 10/3/50 47.70
11/3/50 47.70
12/3/50 47.70
January check missing
1/3/51 47.70

2/3/51	47.70
3/3/51	47.70
4/3/51	47.70
5/3/51	47.70
6/3/51	47.70
7/3/51	47.70
8/3/51	47.70
9/3/51	47.70
10/3/51	47.70

So that the total collected and to be collected amounts to 664.10

Wherefore, your Petitioner, prays:

1. That this matter may be referred to the Court's Auditor to state an account.

George B. Woelfel

George B. Woelfel, Committee

ORDER OF COURT

Upon the aforegoing petition, it is this 26th day of October, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all of the proceedings in this case be and the same are hereby referred to Miss Laura R. Jickling, the Court Auditor, to state an account.

Benjamin Michaelson

Judge

Filed 26 Oct. 1951

LIBER 74 PAGE 447

no. 10,162 Equity

In the Case of

George B. Woelfel,
next of friend
vs.
Laurine E. Murray,
an incompetent

In the
Circuit Court
For
Anne Arundel County

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 9 Nov. 1951

November 1, 1951

All of which is respectfully submitted.

Laura R. Ficklin
Auditor.

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49
51

In the Case of

Dr. George B. Woelfel, next of friend, vs. Laurine E. Murray, an incompetent in ac.

To Committee for Commissions, viz:				
Sale of Real Estate - $9,438.50	313	16		
Sale of personalty " 219.91	21	99		
Income (5%) 664.10	33	20		
To Committee for Fee allowed by Order of 9/10/51	400	00	768	35
To Committee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee (Equity #10,101)	10	00		
Plaintiff's Solicitor's appearance fee Equity #10,162)	10	00		
Clerk of Court - costs (#10,101 Equity)	7	50		
Clerk of Court - costs (#10,162 Equity)	33	00		
Sheriff's costs - (#10,101 Equity)	3	70		
Sheriff's costs - (#10,162 Equity)	4	15		
Auditor - stating this account	36	00		
			104	35
To Committee for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - " (personalty)	12	18		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	35	00		
George W. Scible - auctioneer's fee	25	00		
Robert H. Campbell - auctioneer's fee (personalty)	22	00		
Dr. D. H. Hooker - medical examination	10	00		
Dr. D. H. Hooker - testimony	25	00		
Dr. James R. Martin - medical examination	3	00		
Wilbur T. Shawn - appraisal and testimony	25	00		
One-half Federal revenue stamps	5	23		
One-half State revenue stamps	5	22		
Mary M. Hoff - notary fees	2	50	228	82
To Committee for Taxes, viz:				
1950 State and County taxes	40	44		
1951 State and County taxes	37	51	77	95
To Committee for Liens, viz:				
T. Roland Brown, mortgagee - in full for claim filed:				
Debt $3,511.60				
Int. to 10/20/51 111.20				
Recording release 1.00				
	3,623	80		
County Trust Co. of Maryland, judgment creditor - in full for claim filed:				
Debt $381.35				
Interest to 10/19/51 22.88				
Court costs 14.50				
Attorney's fee 38.14				
	456	87		
Lincoln Loan Service, Inc., chattel mortgagee - in full for claim filed:				
Debt (balance) $239.37				
Interest to 11/5/51 99.57				
Recording release 1.00	339	94	4.420	61

To Committee for Unsecured claims, viz:				
American Oil Co.	28	83		
Harry I. Brown	531	10		
Cons. Gas, Electric Light & Power Co.	13	00		
Murphy Electric Co.	66	72		
McNew Bros., Inc.	178	36		
Riverview Convalescent Home	2,906	10		
Periodical Publishers Service Bureau,Inc.	7	12		
C. & P. Telephone Co.	20	58		
Harry H. Meisel	2	50		
Capital-Gazette Press, Inc.	2	50		
Consolidated Home Equipment Corp.	65	00		
Tidewater Finance Corporation	150	17		
Arundel Finance Corporation	55	98		
The Hub	49	35		
The Fashion	16	99		
Hromadnik Florist	15	30		
St. Margaret's Church	15	00		
Theodore A. Tauser	33	09		
Western Maryland Dairy	22	57	4,180	26
Balance in hands of Committee, subject to further order of Court	569	17	569	17
			10,349	51

with George B. Woelfel, Committee Cr.

1951				
Mar.	27	Proceeds of Sale of Personalty	219 91	219 91
Apr.	10	Proceeds of Sale of Real Estate	9,350 00	
		Interest on deferred payment to 6/8/51 (Order of 6/8/51)	88 50	9,438 50
		Refund 1951 State and County taxes- 8 months and 20 days	27 00	27 00
		INCOME		
		Social Security Payments from 10/3/50 through 10/3/51 @ $47.70 per month	620 10	
		Chadwick Services	44 00	664 10
				10,349 51

ORDER NISI

LIBER 74 PAGE 451

George B. Woelfel,

next of friend

VERSUS

Laurine E. Murray,

an incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,162 Equity.

ORDERED, This 9 day of November, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 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 12 day of December next.

John H. Hopkins, 3rd, Clerk.

Filed 4 Aug., 1952. Filed 9 Nov., 1951.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of August, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

OFFICE OF

LIBER 74 PAGE 452 *Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Filed 4 Aug., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,162 Equity

GEORGE B. WOELFEL, next of friend

Vs.

LAURINE E. MURRAY, an incompetent.

Ordered, this 9th day of November, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th 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 12th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Annapolis, Md., December 4, 1951

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 10,162 Laurine E. Murray

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of December, 1951. The first insertion being made the 12th day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 8264.

By Bettie L. Carlson

LIBER 74 PAGE 453

JAMES W. BLACKHURST, 1 Central Avenue, S.W. Glen Burnie, Maryland Assignee of Mortgage dated March 24, 1948 from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate of the State of Maryland, which Mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio 440, etc.	IN THE
	CIRCUIT COURT
	FOR
	ANNE ARUNDEL COUNTY
vs.	In Equity
MICHAEL POTEE and CORNELIA POTEE, his wife, Odenton, Maryland	No. 10,086.

Filed 8 Nov, 1950

SUIT TO FORECLOSE MORTGAGE UNDER POWER OF SALE

Mr. Clerk:

Please docket the above-entitled suit to foreclose Mortgage. The Mortgage and the assignment thereon and a Statement of the Mortgage Claim are attached hereto marked "Complainants Exhibits Nos. 1 and 2".

James W. Blackhurst
James W. Blackhurst
Assignee

James W. Blackhurst
James W. Blackhurst
Glen Burnie, Md.
Solicitor

MORTGAGE FEE—COUNTY—$4.

$6.50

COMPLAINANTS EXHIBIT #1

LIBER 74 PAGE 454

LIBER 462 PAGE 440

This Mortgage, Made this 24th day of March,

in the year nineteen hundred and forty-eight, by and between, Michael Potee and Cornelia Potee, his wife,

Mortgagor s of Anne Arundel County, in the State of Maryland, of the first part, and County Trust Company of Maryland, a body corporate of the State of Maryland,

Mortgagee , of the second part.

WHEREAS, the said parties of the first part, Mortgagors, are bona fide indebted unto the said party of the second part, Mortgagee, in the full and just sum of Fifty-five thousand dollars ($55,000.00), which said sum is due and payable five (5) years after the date hereof with interest thereon at the rate of five per cent (5%) per annum, which said interest is payable quarterly and calculated on the unpaid balance of the mortgage debt, and the said Mortgagors covenant to pay unto the said Mortgagee an additional monthly sum or installment of Four hundred dollars ($400.00) per month to apply as a credit against the principal, on the first day of each and every month during the term of this mortgage, and the said Mortgagors have the privilege of prepaying this mortgage in whole or in part at any time prior to maturity.

Filed 8 Nov, 1950

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Michael Potee and Cornelia Potee, his wife,

do grant and convey unto the said Mortgagee, County Trust Company of Maryland, a body corporate, its successors and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

Building #1

BEGINNING for the first at an iron set at the intersection of the Southeast edge of Washington Avenue with the lot line between Lots Nos. 10 and 11, Section 7, of the Plat of Academy which plat is filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-3, Plat 29, thence leaving Washington Avenue and with said lot line South 58 degrees 40 minutes East 120 feet to a pipe, thence with the Southeast side of Lots Nos. 11, 12, 13 and part of 14, North 31 degrees 20 minutes East 90.2 feet to the lot line of Lot No. 15, Section 7, thence leaving Lot No. 14 and with the Southwest side of Lot No. 15, South 58 degrees 40 minutes East 59.3 feet to an iron set on the Northwest bank of the State Road from Odenton to Severn, thence binding on said bank and the easement area of said road North 31 degrees 20 minutes East 134.8 feet to a stake 3.5 feet Southwest of a culvert outlet, thence leaving said road and with the lot line North 58 degrees 40 minutes West 179.3 feet between Lots Nos. 19 and 20 to a stake on the Southeast side of Washington Avenue, thence leaving Lot No. 20 South 31 degrees 20 minutes West 225 feet to the place of beginning. Same being all of Lots Nos. 11 to 19 inclusive as shown on Plat of Academy heretofore referred to except that portion included in the easement area of the State Road heretofore referred to.

BEGINNING for the second at an iron set at the intersection of the Southeast side of Washington Avenue with the lot line between Lots Nos.

10 and 11 of Section 7, as laid down on the aforesaid Plat of Academy and running thence South 31 degrees 20 minutes West 150 feet more or less to the division line between Lots Nos. 4 and 5 of Section 7, thence with said divisional line South 58 degrees 40 minutes East 120 feet, thence at right angles North 31 degrees 20 minutes East 150 feet more or less to the end of the first line of the conveyance from Atkinson to The First Evangelical Luthern Church of Odenton, a body corporate, recorded in Liber J.H.H. No. 258, folio 359, thence with said line reversed North 58 degrees 40 minutes West 120 feet to the place of beginning. Being Lots Nos. 5 to 10 inclusive in Section 7 on the aforesaid Plat of Academy.

BEGINNING for the third and being all those five lots designated as Lots Nos. 24, 25, 26, 27 and 28, Section 7, on the aforesaid Plat of Academy said lots having an aggregate frontage of 125 feet on the Southeast side of Washington Avenue as shown on said plat.

BEING the same properties which by deed dated February 10th, 1948, and recorded among the Land Records of Anne Arundel County on February 21st, 1948, were granted and conveyed by The First Evangelical Luthern Church of Odenton, et al, unto Michael Potee.

BEGINNING for the fourth and being all that piece or parcel of ground known as Lot No. 60, on Baldwin's Plat of Odenton, filed among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604, which said lot was granted and conveyed by deed dated February 16th, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 349, folio 381, from Joseph Taylor, et al, to Michael Potee and wife, excepting therefrom however a portion of said lot being 50 feet by 112.15 feet carved out of the Southeast corner of the whole of said Lot No. 60 and conveyed by the said Michael Potee, widower, unto Russell Thomas Potee and Doris Potee, his wife by deed dated August 8th, 1947, and recorded among the Land Records aforesaid, prior hereto.

BEGINNING for the fifth and being Lot No. 59, as shown and designated on Baldwin's Plat of Odenton hereinbefore referred to, which by deed dated March 14th, 1939, and recorded among the Land Records aforesaid, in Liber J.H.H. No. 203, folio 154, was granted and conveyed by Joseph H. Pepper, Treasurer, etc., to the said Michael Potee and wife.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, County Trust Company of Maryland, a body corporate, its successors ~~heirs~~ and assigns, forever.

PROVIDED, that if the said Mortgagors, Michael Potee and Cornelia Potee, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifty-five thousand ($55,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

LIBER 74 PAGE 456

gage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors

personal representatives or assigns, or H. Melvin Bull, its ~~their~~ Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee its successors personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee its successor personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors personal representatives or assigns, or H. Melvin Bull their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee its successors personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of this mortgage, ~~Dollars~~, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee its successors personal representatives and assigns, to the extent of their lien or claim hereunder; and to deliver said policy or policies to the said Mortgagee its successors personal representatives and assigns.

WITNESS the hand s and seal s of the said Mortgagor s.

TEST:

Dorothy V. Burch
Dorothy V. Burch

Michael Potee (SEAL)
Cornelia Potee (SEAL)
Cornelia Potee
_____ (SEAL)
_____ (SEAL)

Recorded in Anne Arundel County
John W. Hopkins 3-4 Clerk

LIBER 74 PAGE 457

STATE OF MARYLAND, CITY OF BALTIMORE, TO-WIT:

I Hereby Certify, that on this 24th day of March in the year nineteen hundred and forty-eight, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Michael Potee and Cornelia Potee, his wife, the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared H.Melvin Bull, Agent of the County Trust Company of Maryland, who made oath in due form of law that he is the Agent of said body corporate, and authorized to make this affidavit and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

DOROTHY V. BURCH NOTARY PUBLIC BALTIMORE, MD.

Dorothy V. Burch
Dorothy V. Burch Notary Public

Recorded- 31st- March-1948- at 10-15 A.M.

MORTGAGE

FROM

MICHAEL POTEE and

CORNELIA POTEE, his wife,

TO

COUNTY TRUST COMPANY OF MARYLAND

a body corporate,

BLOCK NO.

Received for Record March 31, 1948, at 10-15 o'clock A. M. Same day recorded in Liber 1 Mil. No. 462 Folio 440 &c., one of the Land Records of A A Co. examined per John W. Hopkins 3-4 Clerk.

Cost of Record, $

H. MELVIN BULL
ATTORNEY AT LAW
2 E. LEXINGTON ST.
BALTIMORE-2-MARYLAND

The Daily Record Company, Baltimore, Md.

60.50 5.00

County Trust Company of Maryland, a body corporate of the State of Maryland, hereby assigns the within mortgage to James W. Blackhurst for the purpose of foreclosure.

WITNESS the corporate seal of County Trust Company of Maryland, a body corporate of the State of Maryland, and its signature by James S. Billingslea, Branch President, on this 3rd day of November, 1950.

WITNESS:

Ernest R. Smoot
Secretary
ERNEST R. SMOOT

COUNTY TRUST COMPANY OF MARYLAND, a body corporate of the State of Maryland

By James S. Billingslea (SEAL)
James S. Billingslea, Branch President

COUNTY TRUST COMPANY OF MARYLAND INCORPORATED 1900

"Complainant's Exhibit No. 2"

LIBER 74 PAGE 458

JAMES W. BLACKHURST, 1 Central Avenue, S.W. Glen Burnie, Maryland Assignee of Mortgage dated March 24, 1948, from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate of the State of Maryland, which Mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio 440, etc.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10,086.
vs.	:	
MICHAEL POTEE and CORNELIA POTEE, his wife, Odenton, Maryland	:	

Filed 8 Nov., 1950

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

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of the County Trust Company of Maryland, a body corporate, and James W. Blackhurst, Assignee for the purposes of foreclosure of said mortgage, under the Mortgage from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440 etc.:

Mortgage dated 3-24-48 Principal Amount $55,000.00		
Unpaid Balance of Principal		51,507.14
Interest from 4-24-50 to 11-3-50		1,352.00
Total		52,859.14
Total Cash Received on Account		12,985.54
Interest to 4-24-50	5,057.78	
1949 Taxes	504.78	
1949 Insurance	1,719.90	
1950 Taxes	480.77	
1950 Insurance	1,727.25	
a/c mortgage	5,492.36	
Total	12,985.54	12,983.34

Complainant's Exhibit No. 2.

3

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

I HEREBY CERTIFY, that on this 8 day of November, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES W. BLACKHURST, assignee of the Mortgage dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440 etc. from Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, a body corporate, the Complainant in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid. At the same time also appeared Ernest R. Smoot, Cashier of County Trust Company of Maryland, a body corporate, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

LOUIS J. DE ALBA NOTARY PUBLIC ANNE ARUNDEL CO. MD.

COMMISSION EXPIRES MAY 7th 1951

Louis J. De Alba
NOTARY PUBLIC

Maryland Form Bond—
Sale of Real Estate

LIBER 74 PAGE 460

Glens Falls

INDEMNITY COMPANY
Glens Falls, New York

#10086 Equity ✓

Know All Men by these Presents:

THAT WE James W. Blackhurst

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty-Five Thousand and No/100- - - - - - - - - - ($55,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of November nineteen hundred and fifty.

Filed 4 Nov., 1950.

Whereas, by virtue of a power of sale contained in a mortgage from Michael Potee and Cornelia Potee, his wife to County Trust Company of Maryland bearing date on or about the 24th day of March nineteen hundred and forty-eight the said County Trust Company of Maryland is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said County Trust Company of Maryland by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such. That if the above bounden James W. Blackhurst do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:
Eleanor L. Divvings
as to James W. Blackhurst

witness to L. E. King
Ernest Almost

James W. Blackhurst (SEAL)

(SEAL)

GLENS FALLS INDEMNITY COMPANY

L. E. King
Attorney

Form 8182—A—6-50.

Approved this 4 day of Nov. 1950.
John H. Hopkins, 3rd, Clerk.

JAMES W. BLACKHURST, 1 Central Avenue, S. W. Glen Burnie, Maryland Assignee of Mortgage dated March 24, 1948 from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate of the State of Maryland, which Mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio 440, etc.	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	In Equity
VS.	:	No. 10086
MICHAEL POTEE and CORNELIA POTEE, his wife, Odento, Maryland	:	
	:	

: : :

PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of James W. Blackhurst, Assignee, respectfully shows unto your Honors:

1. That the mortgage mentioned in these proceedings was executed by Michael Potee and Cornelia Potee, his wife, on March 24, 1948 in the original sum of Fifty-five Thousand Dollars ($55,000.00). That the said mortgage provided that the principal amount become due and payable five years after date thereof, with interest at the rate of five per centum per annum, payable quarterly. That it was also provided that the mortgagors pay on the first day of each month during the term of the mortgage an additional monthly sum or installment of Four Hundred Dollars ($400.00) as a credit on the principal. That provision was also made that if default be made in the payment of said money or the interest to accrue thereon at the time limited for the payment of the same, or in case of the breach of any agreement, covenant or condition contained in the mortgage, then the entire mortgage shall become due and demandable and authority was given to proceed with the foreclosure. That the said mortgage

Filed 12 Jan., 1951.

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is in default and has been for some months. That by order of this Honorable Court dated the 2nd. day of November, 1950, in the case of Andrew E. Sears vs. Cornelia Potee, et al, No. 9997 Equity, In the Circuit Court of Anne Arundel County, permission was given to the County Trust Company through the attorney named in the mortgage or its assignee to foreclose the mortgage of Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio No. 440, etc., in accordance with the provisions of Chapter 12 of the Acts of 1950. That a copy of this Order and the opinion of the Court is filed herewith marked "Petitioner's Exhibit No. 1" and is prayed to be taken as part hereof.

2. That pursuance of the Order dated November 2, 1950, this suit to foreclose the said mortgage under power of sale was instituted by your Petitioner, and the sale was duly advertised to take place on Tuesday, December 12, 1950 at 2:00 p.m. as will appear from the copy of the notice inserted in the Maryland Gazette which is filed herewith marked "Petitioner's Exhibit No. 2" and is prayed to be taken as part hereof.

3. That a short time before the scheduled foreclosure sale aforesaid, your Petitioner learned that Libera Maria Bonsanto Potee and Salvatore Potee had instituted suit in this Honorable Court against the County Trust Company of Maryland and Marvin I. Anderson and Louis M. Strauss, Receivers, Marvin I. Anderson and Louis M. Strauss, Administrators of Michael Potee, deceased, Thomas Andrew, Albert Kullen, Finance Company of America, Joseph Whittmore and Mabel Whittmore, his wife, Cornelia E. Seward, also known as Cornelia Potee, Russell Potee, Charles M. Potee, infant, John R. Potee, infant, and Filini Potee, infant, Equity No. 10,119, setting forth among other things that the said Libera Maria Bonsanto Potee and Salvatore Potee are the lawful wife and son respectively of the said Michael Potee and are his sole legal heirs at law. That said suit prays, among other

things, that the County Trust Company of Maryland be enjoined from proceeding with its foreclosure of the real estate mentioned in the mortgage aforesaid, and that it be restrained from in any manner selling or disposing of the dower right and interest of the said Libera Maria Bonsanto Potee in said real property. That this Honorable Court on the 8th. day of December, 1950, ordered that an injunction issue as prayed enjoining the defendants, and each of them, their agents, servants, employees, and representatives, in manner, substance and effect as prayed by the Bill of Complaint during the pendency of the action with liberty to the defendants in said suit and each of them to move for the rescinding of the order and for a dissolution of the injunction at any time after filing an answer to the said bill, on giving the plaintiffs and their solicitors of record five days previous notice of such motion. That before any papers were served on any of the defendants in said suit, this Honorable Court, on the 11th. day of December, 1950, ordered that the order of Court, dated December 8, 1950, be amended to read "upon the filing by the Complainants of a bond in the sum of $50,000.00". That a copy of the Bill of Complaint, the order of December 8, 1950 and the order of December 11, 1950 is filed herewith marked "Petitioner's Exhibit No. 3" and is prayed to be taken as part hereof.

4. That on the 20th day of December/1950 Libera Maria Bonsanto Potee filed a Petition in the Orphans' Court for Anne Arundel County, in the matter of the Estate of Michael Potee, late of Anne Arundel County, deceased, wherein said Petitioner claims one-third (1/3) of the residue of the Estate of the late Michael Potee and prays the Court to pass an order directing that in the settlement and statement of the administration account of Michael Potee, deceased, one-third (1/3) of the residue be distributed to her as his lawful wife. That a

certified copy of said Petition is filed herewith marked "Petitioner's Exhibit No. 4" and is prayed to be taken as part hereof.

5. That on the 20th day of December 1950, Salvatore Potee filed a Petition in the Orphans' Court for Anne Arundel County in the Matter of the Estate of Michael Potee, late of Anne Arundel County, deceased, wherein said Petitioner claims two-thirds (2/3) of the residue of the Estate of the late Michael Potee and prays the Court to pass an order directing that in the settlement and statement of administration account of Michael Potee, deceased, two-thirds (2/3) of the residue be distributed to him as lawful son. That a certified copy of said Petition is filed herewith marked "Petitioner's Exhibit No. 5" and is prayed to be taken as part hereof.

6. That because of the proceedings instituted by the said Libera Maria Bonsanto Potee and by Salvatore Potee, your Petitioner did not proceed with the foreclosure sale on the 12th. day of December, 1950. That your Petitioner has no knowledge of the facts set forth in the Bill of Complaint instituted in this Honorable Court by the said Libera Maria Bonsanto Potee and Salvatore Potee, nor does he have any knowledge of the facts set forth in the Petitions filed by them in the Orphans' Court for Anne Arundel County. That the land covered by the mortgage in these proceedings is not susceptible of division without a sale, and even if the said Libera Maria Bonsanto Potee ultimately is proven to be the lawful widow of the late Michael Potee, it would not be possible to have her dower in said real estate assigned and laid off to her, but the same would have to be sold and pecuniary allowance in lieu thereof made to her.

7. That your Petitioner desires to sell so much land only as is necessary to satisfy the amount due under the agreements, covenants or conditions contained in the mortgage.

8. That Andrew E. Sears filed his bill of complaint in this Court against Michael Potee, et al, for the appointment of a receiver or receivers and this Honorable Court on July 7, 1950 appointed receivers in said proceedings, Equity No. 9997. That on the 1st. day

of May, 1950, the late Michael Potee entered into a certain option to sell to Thomas Andrew and Albert Kullen for the sum of Eighty-Three Thousand Dollars ($83,000.00), Lots Nos. 5 to 28, Section 7 of Academy Junction (except Lots 22 and 23 which are in dispute and if the title were cleared, the deed was to include the same). That on May 1, 1950, the late Michael Potee and Cornelia Potee, his wife, gave a mortgage to Thomas Andrew and Albert Kullen on lots nos. 5 to 21 inclusive and lots nos. 24 to 28 inclusive, section 7 of Academy Junction, which mortgage is in the amount of Eight Thousand Five Hundred Twenty Dollars ($8,520.00) and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 568, Folio 428, which mortgage was assigned to the Finance Company of America on May 3, 1950. That on the first day of February, 1949, the late Michael Potee and Cornelia Potee, his wife, entered into a lease with Joseph Whittmore and Mabel Whittmore, his wife, whereby the said Michael Potee and Cornelia Potee, his wife, leased the residence on the first floor and a six room apartment on the second floor of the building known as "Potee's Drive-In" for a period of five years beginning February 1, 1949 and ending January 31, 1954. That lots 11 through 19 mentioned in the aforesaid mortgage, improved by a two story cinder block building, containing a restaurant, tavern, eight apartments and oil heat were leased by Joseph Whittmore and Mable A. Whittmore, his wife, from the receivers, Marvin I. Anderson and Louis M. Strauss, for one year by lease dated August 10 , 1950, (see Equity Case No. 9997- Andrew E. Sears vs. Cornelia Potee, et al, in the records of the Circuit Court for Anne Arundel County). That the said Michael Potee, before his marriage to Cornelia Potee, was married to Agnes Potee, now deceased, and as a result of said marriage Russell Potee, Charles M. Potee, infant and John R. Potee, infant, who survive him, were born. That after the death of the said Agnes Potee, the late Michael Potee married Cornelia Potee, who survives him, and as a result of this marriage Filini Potee, infant, who also survives him, was born.

9. That on the 20th day of December, 1950, Cornelia E. Potee filed an Answer in the Orphans' Court for Anne Arundel County to the Petition of Libera Maria Bonsanto Potee and setting out in said Answer that she, Cornelia E. Potee, is the true and lawful wife of the late Michael Potee. That a certified copy of said Answer is filed herewith marked "Petitioner's Exhibit No. 6" and is prayed to be taken as part hereof.

10. That on the 20th day of December, 1950, Cornelia E. Potee filed a Petition in the Orphans' Court for Anne Arundel County in the Matter of the Estate of Michael Potee requesting that issues be taken immediately to a Court of Law in order to determine who is the lawful widow of the late Michael Potee. That a certified copy of said Petition is filed herewith marked "Petitioner's Exhibit No. 7" and is prayed to be taken as part hereof.

That because of the aforesaid claims and others that may exist, and because interest charges on the mortgage in these proceedings at the rate of five per cent (5%) is accruing, and further to save the costs and expenses of several sales, instead of one sale, it is to the advantage and to the best interest of all concerned, that this Honorable Court authorize and direct your Petitioner to sell, not only so much of the land mentioned in the mortgage (except Lot No. 59 which has been released from the effect of said mortgage and on which lot the County Trust Company of Maryland, a body corporate, now holds a second mortgage) necessary to satisfy the agreements, covenants and conditions of said mortgage, but also all of the land in said mortgage (except Lot No. 59 aforesaid), and that upon such sale your Petitioner may be directed to present the proceeds of the sale into Court and after the payment of the costs of this suit, the expenses of said sale and such commissions and fees to your Petitioner as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, he may be directed by this Honorable Court to dispose of the balance as follows:

1. To set aside, in accordance with Equity Rule No. 17 of this Court, a sum as an allowance in lieu of dower to be held by

James W. Blackhurst as Trustee, to take care of any possible dower claim of Libera Maria Bonsanto Potee in the event that she proves that she is the lawful widow of the late Michael Potee.

2. To pay a sum sufficient to satisfy the agreements, covenants and conditions of the mortgage in these proceedings immediately upon the ratification of the sale and the ratification of the auditor's account.

3. That the balance be held by James W. Blackhurst as Trustee, to be distributed under the orders of this Court to the persons entitled thereto in accordance with their rights and priorities under the law.

WHEREFORE, your Petitioner respectfully prays that an Order may be passed directing your Petitioner to sell all of the land mentioned in the mortgage in these proceedings (except Lot No. 59 aforesaid) and that after the payment of the costs of this suit, the expenses of said sale and such commissions and fees to your Petitioner as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, he may be directed to dispose of the balance as follows:

1. To set aside, in accordance with Equity Rule No. 17 of this Court, a sum as an allowance in lieu of dower to be held by James W. Blackhurst as Trustee, to take care of any possible dower claim of Libera Maria Bonsanto Potee in the event that she proves that she is the lawful widow of the late Michael Potee.

2. To pay a sum sufficient to satisfy the agreements, covenants and conditions of the mortgage in these proceedings immediately upon the ratification of the sale and the ratification of the auditor's account.

3. That the balance be held by James W. Blackhurst as Trustee, to be distributed under the orders of this Court to the persons entitled thereto in accordance with their rights and priorities under the law.

AND AS IN DUTY BOUND, ETC.

James W. Blackhurst
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of January 1950, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared James W. Blackhurst, Petitioner, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Clemmer C. Burdwell
NOTARY PUBLIC

PETITIONER'S EXHIBIT #1

LIBER 74 PAGE 469

Andrew E. Sears, Plaintiff, vs. Cornelia Potee, et al., Defendants.	No. 9997 Equity. In the Circuit Court for Anne Arundel County.

In this case the County Trust Company of Maryland seeks permission of this Court to foreclose the mortgage executed by Michael Potee and Cornelia Potee, his wife, on March 24, 1948, in the original sum of $55,000.00. The mortgage provided that the principal amount became due and payable five years after the date thereof, with interest at the rate of five per centum per annum, payable quarterly. It was also provided that the mortgagors pay on the first day of each month during the term of the mortgage an additional monthly sum or installment of $400.00 as a credit on the principal. Provision was also made that if default be made in the payment of said money, or the interest to accrue thereon at the time limited for the payment of the same, or in case of the breach of any agreement, covenant or condition contained in the mortgage, then the entire mortgage debt shall become due and demandable, and authority was given to proceed with the foreclosure.

Filed 12 Jan., 1951

The mortgage is in default and has been for some months so that there was due as of September 24, 1950, delinquent payments on principal totaling $8355.64 and as of October 19, 1950, the unpaid interest amounted to $1,245.00.

The Receivers are not in a position to pay off the mortgage. They suggest that the unleased and unoccupied portion of the property be sold under foreclosure proceedings and that the remaining property, being the premises known as "Potee's Drive Inn" be administered under the jurisdiction of this Court, under the receivers, to the end and with the hope that all creditors might eventually be paid in full.

The County Trust Company of Maryland, through its officers, believe that they are amply secured and that the value of the "Potee's Drive Inn" is approximately $100,000. It is admitted that the remaining land does not have sufficient value to discharge the mortgage debt. It is contended by counsel for the

PETITIONER'S EXHIBIT #1

Bank that a partial foreclosure of the mortgage by selling the unleased and unoccupied land would exhaust the power of sale, and might release the remainder of the pledged property from the lien of the foreclosed instrument.

In Wiltsie on Mortgage Foreclosures (5th ed.) sec. 832, p. 1349, it is said the law does not recognize partial foreclosure. See, also, Glenn on Mortgages, vol. 1, sec. 88, p. 533; Layden et al. v. Layden, et al. 228 N.C. 5, 44 S.E. 2d 340; Irons v. American Nat'l. Bank, 178 Ga. 160, 172 S.E. 629; Strickland v. Lowry Nat'l Bank, 140 Ga. 653, 79 S.E. 539; Long v. W. P. Devereaux Co. 87 Mont. 198, 286 P. 402, 405; Tacoma Sav. Bank & Trust Co. v. Safety Co. 123 Wash. 481, 212 P. 726; Hall v. Arnott, 80 Cal. 348, 22 P. 200; Commercial Bank v. Kershner, 120 Cal. 495, 52 P. 848; 59 C.J.S. sec. 573, p. 964.

In the case of Bains v. Mann, 68 Ill. 264, following the decision in Smith v. Smith, 32 Ill. 198, it was held on a second bill for foreclosure that the lien of the mortgage was released as to creditors and as to parties holding the land under the prior foreclosure and sale. The case of Miner v. Hill, 58 Ind. 176, 26 Am. Rep. 70, likewise held that the foreclosure for part of the debt released the land not embraced in the foreclosure.

The power contained in a mortgage for the mortgagee to sell upon default is coupled with an interest and is irrevocable. Powell v. Hopkins, 38 Md. 1, 12. In the absence of fraud, courts do not have the power to deprive the mortgagee of the summary means of realizing his debt, nor can the power be annulled by a subsequent conventional trust created by the mortgagor without the privity or consent of the mortgagee. Powell v. Hopkins, 38 Md. 1, 12; Bachrach v. Washington United Coop. 181 Md. 315, 29 A. 2d 822; Doeller v. Mortgage Guarantee Co. et al. 166 Md. 500, 508.

The order of Court appointing the Receivers did not affect the mortgagee's rights under its mortgage, and as the receivers are not prepared to pay the mortgage debt, permission to foreclose will be granted to the mortgagee to have the mortgage foreclosed in accordance with the provisions of Chapter 12 of the Acts of 1950.

As the proof in this case shows that the mortgage is amply secured, the right of the Receivers to receive the rent accruing due will not be interfered with. High on Receivers, 4th ed. sec. 642, p. 792 et seq.

An order in accordance with the views herein expressed will be

Chief Judge.

For the reasons set forth in the aforegoing opinion, it is this second day of November, in the year nineteen hundred and fifty, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that permission be, and the same is hereby, given to the plaintiff, through the attorney named in the mortgage, or its assignee, to foreclose the mortgage of Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440 etc., in accordance with the provisions of Chapter 12 of the Acts of 1950.

Chief Judge.

LIBER 74 PAGE 472

PETITIONERS' EXHIBIT # 2

Legal Notices

JAMES W. BLACKHURST, Solicitor
[illegible] Central Avenue, S. W.
Glen Burnie, Maryland

ASSIGNEE'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY

LOCATED NEAR ODENTON, MARYLAND, IN THE FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, AND MORE PARTICULARLY DESCRIBED BELOW.

Under and by virtue of power of sale contained in a Mortgage from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 402, Folio 440, etc., (default having occurred thereunder) the undersigned assignee of the Mortgage will sell at public auction the following described property. The sale will be held on that portion of the premises now called "Whitmore's Drive-In" and formerly known as "Potee's Drive-In" and located on State Road, Route 170 opposite the National Plastics Company, on

TUESDAY, DECEMBER 12, 1950
AT 2:00 P. M.

All those lots and parcels of ground situate and lying in the Fourth Election District of Anne Arundel County and described as follows:

Beginning for the first at an iron set at the intersection of the Southeast edge of Washington Avenue with the lot line between Lots Nos. 10 and 11, Section 7, of the Plat of Academy which plat is filed among the Plat Records of Anne Arundel county in Cabinet 2, Rod B-3, Plat 20, thence leaving Washington Avenue and with said lot line South 58 degrees 40 minutes East 120 feet to a pipe, thence with the Southeast side of Lots Nos. 11, 12, 13 and part of 14, North 31 degrees 20 minutes East 90.2 feet to the lot line of Lot Nos. 15, Section 7, thence leaving Lot No. 14 and with the Southwest side of Lot No. 15, South 58 degrees 40 minutes East 59.8 feet to an iron set on the Northwest bank of the State Road from Odenton to Severn, thence binding on said bank and the easement area of said road North 31 degrees 20 minutes East 134.8 feet to a stake 3.5 feet Southwest of a culvert outlet, thence leaving said road and with the lot line North 58 degrees 40 minutes West 179.3 feet between Lots Nos. 19 and 20 to a stake on the Southeast side of Washington Avenue, thence leaving Lot No. 20 South 31 degrees 20 minutes West 225 feet to the place of beginning. Same being all of Lots Nos. 11 to 19 inclusive as shown on Plat of Academy heretofore referred to except that portion included in the easement area of the State Road heretofore referred to.

Beginning for the second at an iron set at the intersection of the Southeast side of Washington Avenue with the lot line between Lots Nos. 10 and 11 of Section 7, as laid down on the aforesaid Plat of Academy and running thence South 31 degrees 20 minutes West 150 feet more or less to the division line between Lots Nos. 4 and 5 of Section 7, thence with said divisional line South 58 degrees 40 minutes East 120 feet, thence at right angles North 31 degrees 20 minutes East 150 feet more or less to the end of the first line of the conveyance from Atkinson to The First Evangelical Lutheran Church of Odenton, a body corporate, recorded in Liber J. H. H. No. 258, folio 350, thence with said line reversed North 58 degrees 40 minutes West 120 feet to the place of beginning. Being Lots Nos. 5 to 10 inclusive in Section 7 on the aforesaid Plat of Academy.

Beginning for the third and being all those five lots designated as Lots Nos. 24, 25, 26, 27 and 28, Section 7, on the aforesaid Plat of Academy said lots having an aggregate frontage of 125 feet on the Southeast side of Washington Avenue as shown on said plat.

Being the same properties which by deed dated February 10, 1948, and re-recorded among the Land Records of Anne Arundel County on February 21st, 1948, were granted and conveyed by The First Evangelical Lutheran Church of Odenton, et al, unto Michael Potee.

Beginning for the fourth and being all that piece or parcel of ground known as Lot No. 60, on Baldwin's Plat of Odenton, filed among the Land Records of Anne Arundel County in Liber S. H. No. 34, folio 69, which said lot was granted and conveyed by deed dated February 10th, 1940, and recorded among the Land Records aforesaid in Liber J. H. H. No. 349, folio 381, from Joseph Taylor, et al, to Michael Potee and wife, excepting therefrom however, a portion of said lot being 50 feet by 112.15 feet carved out of the Southeast corner of the whole of said Lot No. 60 and conveyed by the said Michael Potee, widower, unto Russell Thomas Potee and Doris Potee, his wife by deed dated August 8th, 1947, and recorded among the Land Records aforesaid, prior hereto.

Lots Eleven (11) through nineteen (19) are improved by a two-story cinder block building containing a restaurant, tavern, eight apartments, and oil heat. This building was leased by Joseph T. Whitmore and Mabel A. Whitmore, his wife, from the receivers of the Estate of Michael Potee for one year by lease dated August 10th, 1950. (See Equity Case No. 9997—Andrew E. Sears vs. Cornelia Potee, et al, in the records of the Circuit Court for Anne Arundel County.) This property is located on State Road, Route No. 170 opposite National Plastics Company.

Lot Sixty (60) is improved by a two-story block and frame dwelling with basement, bath, and oil heat is located at Corner of Annapolis Road and Baldwin Avenue.

Lots five (5) through ten (10) and twenty-four (24) through twenty-eight (28) are unimproved.

MANNER OF SALE: Lots Eleven (11) through nineteen (19) improved by the aforementioned two-story cinder block building will be offered first. In the event bids on this property are insufficient to cover the amount of the mortgage debt and the attendant expenses, Lot Sixty (60) improved by dwelling will be offered. In event the mortgage debt is still unsatisfied the aforementioned unimproved lots will be offered as an entirety.

TERMS OF SALE: A cash deposit of $7500.00 will be required of the purchaser of Lots Eleven (11) through nineteen (19) on the day of the sale. A cash deposit of $2,000.00 will be required of the purchaser of Lot Sixty (60) and improvements thereon. A cash deposit of $500.00 will be required of the purchaser of Lots five (5) through ten (10) and twenty (20) through twenty-four (24). The balance of any purchase price shall be paid upon ratification of sale and to bear interest at the rate of 6% until date of settlement, all taxes and all expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of settlement.

JAMES W. BLACKHURST,
Assignee.

SAM W. PATTISON & CO.
Auctioneers.

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Filed 12 Jan., 1951

are the lawful wife and son respectively of said Michael Potee, and are his sole legal heirs at law.

6. That Michael Potee departed this life on May 18, 1950, intestate, leaving your Orators as his only legal heirs at law. That at the time of his death the said Michael Potee was the owner of the following real property:

(a) Lot No. 60 on Baldwin's plat of Odenton, improved by a home at Odenton, Maryland, acquired by Michael Potee and Agnes Potee, his alleged wife, on February 16, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 349 folio 381, was conveyed by Joseph Taylor, single, et al.

(b) Lots 11 to 19 inclusive on State Road leading from Odenton to Severn as shown on Plat of Academy Junction, Section 7; recorded in Plat Records of Anne Arundel County, in Cabinet 2, Rod B-3 Plat 29, acquired by deed dated February 10th, 1948, recorded in J.H.H. 456, folio 544.

(c) Lots 5 to 10, Section 7; Plat of Academy Junction inclusive, acquired by deed dated February 10th, 1948 and recorded in J.H.H. 456, folio 544.

(d) Lots 24, 25, 26, 27, 28 of Section 7 as shown on Plat of Academy Junction, acquired by Michael Potee, individually, by deed dated February 10th, 1948 and recorded among the aforesaid Land Records in Liber J.H.H. No. 456 folio 544, was conveyed by The First Evangelical Lutheran Church of Odenton, Anne Arundel County, et al.

(e) Lots 21 and 22, Block No. 7 of Academy, acquired by Michael Potee individually, under deed dated July 7, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 586, folio 571 from Grover A. Culver, et al.

(f) Lots 20 and 23 in Section 7 on the Plat of Academy Junction, acquired by Michael Potee individually under deed dated May 26, 1948 and recorded among the aforesaid Land Records in

Liber J.H.H. No. 597, folio 588 from Mary C. Atkinson, widow.

(g) Lots 13 to 19 both inclusive, of Section 11 on the Plat of Academy recorded among the Plat Records of Anne Arundel County in Cabinet No. 2 Rod B-3, folio 29, except so much of Lots 18 and 19 Section 11 which was heretofore conveyed by deed recorded among the Land Records of said County in Liber F.A.M. No. 180 folio 13, which property the said Michael Potee acquired individually on August 26, 1947 and recorded among the Land Records of the aforesaid County in Liber J.H.H. folio 429 folio 171 from March C. Atkinson, widow, which properties are improved by a restaurant, tavern and apartment house.

(h) Lots 1, 2, 3 and 4, Section 4, on the Plat of Academy, acquired by Michael Potee, individually, under deed dated September 26, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. No. 452 folio 289 from Mary C. Atkinson, widow,

That all of the above mentioned property was the sole and absolute property of Michael Potee, and in all of which your Oratrix, Libera Maria Bonsanto Potee, had and has a dower interest. That since the death of Michael Potee intestate, said property has descended to your Oratrix, Libera Maria Bonsanto Potee, as to one-third thereof, and to your Orator, Salvatore Potee, as to two-thirds thereof, in accordance with and by operation of the laws of Maryland.

7. That on March 24, 1948 the said Michael Potee executed a mortgage to the defendant, County Trust Company of Maryland, in which the pretended wife, Cornelia E. Seward, also known as Cornelia Potee, joined, upon the property set forth and described in paragraph 6 hereof and more particularly set forth in the Petition of Foreclosure of County Trust Company of Maryland filed in this honorable Court on September 15, 1950 in Equity, Case No. 9997, to which reference is hereby respectfully made, and which petition and the proceedings thereon are prayed to be read and taken as part hereof.

That by said Petition of Foreclosure the said defendant, County Trust Company of Maryland, has attempted and is seeking to take possession and control of your Oratrix's interest in said real property and subject the same to the operation and effect of an alleged mortgage thereupon executed by the said Michael Potee upon his own behalf but not on behalf of your Oratrix. That the said mortgage held by the defendant, County Trust Company of Maryland, is not a purchase money mortgage and is not a prior lien to the claim and lien of your Oratrix upon said property. That the aforesaid County Trust Company of Maryland has taken steps to foreclose the aforesaid mortgage and to sell the interest of your Oratrix in said property without any warrant or right in law so to do.

8. That in June 1950 the defendant, Andrew E. Sears, filed his Bill of Complaint in this honorable Court against Michael Potee, et al, for the appointment of Receiver or Receivers of the property of the said Michael Potee and pursuant to the prayer of said Bill, this honorable Court appointed, on July 7, 1950, Marvin I Anderson, Esq. and Louis M. Strauss, Esq., Receivers of the property of the said Michael Potee. These proceedings, Equity Case No. 9997, are respectfully prayed to be read and taken as part hereof. That the said Receivers have come into possession of substantial property and monies of the said Michael Potee to which your Orators are entitled as the sole legal heirs at law of the said Michael Potee, and to such other property and monies as the Receivers shall continue to collect during the pendency of this litigation your Orators make claim as their own property.

9. That on the 1st day of May 1950, the said Michael Potee entered into a certian option to sell to the said defendants, Thomas Andrew and Albert Kullen for the sum of Eighty Three Thousand Dollars ($83,000.00), Lots 5 to 28, Section 7 of Academy Junction (except Lots 22 and 23, which are in dispute, and if

the title were cleared, the deed was to include same.)

That on May 1, 1950, the said Michael Potee and Cornelia Potee, his pretended wife, gave a mortgage to Thomas Andrew and Albert Kullen on Lots 5 to 21 inclusive and Lots 24 to 28 inclusive, Section 7, Academy Junction which said mortgage is in the amount of Eight Thousand Five Hundred Twenty ($8,520.00) Dollars and is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 568, folio 428, which said mortgage was assigned to the defendant, Finance Company of America, on May 3, 1950.

10. That on the 1st day of February, 1949, the said Michael Potee and Cornelia Potee, his said pretended wife, entered into a lease with the defendants, Joseph Whittmore and Mabel Whittmore, his wife, whereby the said Michael Potee and Cornelia Potee, his alleged wife, leased the restaurant on the first floor and a six-room apartment on the second floor of the building known as "Potee's Drive-Inn", for a period of five years beginning February 1,1949 and ending January 31, 1954, at an annual rental of Four Hundred Twenty-Five ($425.00) Dollars per month, which said lease is now in effect.

11. Your Orators respectfully show that it is necessary and proper to safeguard their interest and rights in and to the aforesaid property of the late Michael Potee that the said County Trust Company of Maryland be enjoined from proceeding with its foreclosure of the real estate mentioned in said mortgage and be restrained from in any manner selling or disposing of the dower right and interest of your Oratrix in said real property.

It is further proper and necessary that this honorable Court enjoin and restrain the remaining defendants named herein from in any manner disposing of or encumbering the property and income of the late Michael Potee respecting which your Orators are the absolute owners as the sole legal heirs at law of the late Michael Potee.

TO THE END, THEREOFRE:

1. That the defendant, County Trust Company of Maryland, its officers, agents, employees and representatives, and all persons acting for and on their behalf, be enjoined and restrained by a perpetual injunction, and also by a preliminary injunction pending the final hearing in this suit and proceeding, from foreclosing or attempting to sell under and by virtue of its mortgage above referred to, the dower interest and estate of your Oratrix in and forthe property of the late Michael Potee mentioned in said mortgage.

2. That this honorable Court may, by perpetual injunction, and also by a preliminary injunction pending the final hearing in this suit and proceeding, enjoin and restrain the said defendants, Thomas Andrew, Albert Kullen and the Finance Company of America from in any manner acting upon, dealing with foreclosing, selling, or disposing of the dower interest and estate of your Oratrix in and to the property of the late Michael Potee mentioned in the mortgage upon the real estate of the said Michael Potee described and set forth in said mortgage recorded among the Land Records of Anne Arundel County in Liber J.H.H. 568, folio 428, which said mortgage was assigned to the Finance Company of America on May 3, 1950, and also the dower interest of your Oratrix in and to the property of the late Michael Potee mentioned in the chattel mortgage given by the said Michael Potee and the pretended wife, Cornelia Potee, to said defendants, Andrew and Kullen, which chattel mortgage is recorded among the chattel records of Anne Arundel County.

3. That this honorable Court may, by perpetual injunction, and also by a preliminary injunction pending the final hearing in this suit and proceeding, enjoin and restrain the defendants, Joseph Whittmore and Mabel Whittmore, his wife, from in any manner dealing with or disposing of the lease given to them by Michael

Potee on February 1, 1949 upon the restaurant and apartment in the buulding known as "Potee's Drive-Inn."

4. That this honorable Court may, by perpetual injunction, and also by a preliminary injunction pending the final hearing in this suit and proceedings, enjoin and restrain the said defendants, Cornelia E. Seward, also known as Cornelia Potee, Russell Potee, Charles M. Potee, John R. Potee, and Lilini Potee, from in any manner dealing with or disposing of any of the property, real, personal or mixed, of or belonging to the late Michael Potee.

5. That this honorable Court may by perpetual injunction, and also by a preliminary injunction pending the final hearing in this suit and proceeding, enjoin and restrain the defendants, Marvin I. Anderson and Louis M. Strauss, as Receivers and also as Administrators of Michael Potee, from in any manner encumbering or disposing of any of the property of the late Michael Potee, real, personal or mixed, or any of the income derived therefrom.

6. That said defendants and each and all of them make discovery and accounting into your Orators as sole heirs at law of Michael Potee, of all the property, estate, income, affairs and interests of the late Michael Potee which have come into their possession.

7. That dower interest in all of said property of the late Michael Potee be declared to be vested in your Oratrix,Libera Maria Bonsanto Potee.

8. That any and all acts of the defendant, Cornelia E. Seward, also known as Cornelia Potee, purporting, pretending or attempting to encumber or convey any interest in the property of the late Michael Potee, as his alleged wife, be declared a nullity and of no legal force or effect.

9. 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 Writ of Subpoena directed to the defendants and each of them, commanding and enjoining them and each of them to be and appear in this honorable Court on some certain day to be named therein, and answer the premises and abode by and perform such Orders and Decree as may be passed herein; and also that a preliminary injunction enjoining and restraining the defendants and each of them, pending this suit and proceeding in manner, substance and effect, as hereinabove prayed, any issue forthwith against said defendants and each of them.

AND as in duty bound, etc.

Michele Dell'Aquila

Michele Dell'Aquila
For and on behalf of
Libera Maria Bonsanto Potee
and Salvatore Potee.
Duly authorized by their
Power of Attorney.

Isador Roman
310-312 Equitable Building
Baltimore 2, Maryland.

Morris Albert
Morris Albert.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21st day of November, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Michele Dell'Aquila and made oath in due form of law for and on behalf of Libera Maria Bonsanto Potee and Salvatore Potee, duly authorized by them, that the matters and facts set forth in the aforesaid Bill of Complaint are true to the best of his knowledge information and belief.

Mary Lou Luczkowski

(Notarial Seal.)

Mary Lou Luczkowski
Notary Public.

ORDER

Upon the aforegoing Bill of Complaint and Affidavit it is, this 8th day of December 1950, by the Circuit Court for Anne Arundel County,

ORDERED that an injunction issue as prayed enjoining the defendants and each of them, their agents, servants, employees and representatives, in manner, substance and effect as prayed by the Bill of Complaint herein during the pendency of this action, upon the filing by the Complainants of a bond in the sum of $50,000., but liberty is hereby reserved to the defendants and each of them to move for the rescinding of this Order and for a dissolution of the Injunction to be issued as aforesaid at any time after filing an Answer to said Bill, on giving the plaintiffs and their solicitors of record five days previous notice of such Motion; and the Clerk is hereby directed to annex a copy of the Order to the Writ of Injunction.

Benjamin Michaelson,

JUDGE.

Filed 8 Dec. 1950.

ORDER OF COURT

It is hereby ordered this 11th day of December, 1950, by the Circuit Court for Anne Arundel County, that the foregoing Order of Court be amended to read "upon the filing by the Complainants of a bond in the sum of $50,000.", as interlined above.

Benjamin Michaelson,

JUDGE.

Filed 11 December, 1950.

PETITIONER'S EXHIBIT # 4

LIBER 74 PAGE 483

IN THE MATTER OF THE ESTATE OF MICHAEL POTEE, LATE OF ANNE ARUNDEL COUNTY, Deceased

IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY

PETITION AND CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition and claim of Libera Maria Bonsanto Potee respectfully shows unto your Honor:

1. That your petitioner was married to the late Michael Potee on January 4, 1914 in the town of Vico del Gargano, Province of Foggia, Italy, by a religious ceremony.

That a son, Salvatore Potee, was born of said marriage in said City, Province and Country on February 25 1915.

That shortly prior to the birth of Salvatore Potee his father, the late Michael Potee, emigrated to the United States of America on December 12, 1914 and came to live in the State of Maryland and particularly Odenton, Anne Arundel County, where he resided until his death on May 18, 1950.

Filed 12 June, 1951

2. That your petitioner and said Michael Potee were never divorced and your petitioner was, at the time of the death of the said Michael Potee, his true and lawful wife.

3. That the said Michael Potee died intestate, leaving personal property, and that Letters of Administration were granted upon the estate of the said Michael Potee on October 10, 1950, to Marvin I. Anderson, Esq. and Louis M. Strauss, Esq., both of the City of Annapolis, Anne Arundel County, Maryland, and said Administrators have taken charge of the said personal estate and are administering the same.

4. That after the payment of the costs and expenses of administration of said estate and after the payment of all the debts of the decedent there will remain a residue for distribution.

That under the law your petitioner, as the widow of the said decedent, Michael Potee, is entitled to one third of the said residue of his estate.

WHEREFORE your petitioner claims one third of the residue of the Estate of the Late Michael Potee and, therefore, prays this honorable Court to pass an order and decree directing that in the settlement and statement of the administration account of Michael Potee, deceased,

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PETITIONER'S EXHIBIT #4

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one third of the residue as aforementioned be distributed to your petitioner as his lawful wife.

AND as in duty bound, etc.

Isidor Roman
Isidor Roman Solicitor for
Libera Maria Bonsanto Potee

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 petition and claim

Estate of

Michael (Mike) Potee *late of said County deceased*

taken from the original

being 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 13th *day of* December *in the year of our Lord, nineteen hundred and* ~~forty~~ fifty.

R. Glenn Prout
Register of Wills for Anne Arundel County

By Clemence C. Burwell
Deputy

PETITIONER'S EXHIBIT # 5

IN THE MATTER OF THE ESTATE OF MICHAEL POTEE, LATE OF ANNE ARUNDEL COUNTY, Deceased

IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY

PETITION AND CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition and claim of Salvatore Potee respectfully shows unto your Honor:

1. That he is the son of the late Michael Potee and was born on February 25, 1915 of the marriage of Libera Maria Bonsanto Potee and his late father , Michael Potee which took place on January 4, 1914 in the town of Vico del Gargano, Province of Foggia, Italy.

That shortly prior to the birth of Salvatote Potee his father, the late Michael Potee, emigrated to the United States of America on December 12, 1914 and came to live in the State of Maryland and particularly Odenton, Anne Arundel County, where he resided until his death on May 18, 1950.

Filed 12 Jan., 1951

2. That the said Michael Potee died intestate, leaving personal property, and that Letters of Administration were granted upon the estate of the said Michael Potee on October 10, 1950 to Marvin I. Anderson, Esq., and Louis M. Strauss, Esq., both of the City of Annapolis, Anne Arundel County, Maryland, and said Administrators have taken charge of the said personal estate and are administering the same.

3. That after the payment of the costs and expenses of administration of said estate and after the payment of all the debts of the decedent there will remain a residue for distribution.

That under the law your petitioner, as the legal son of the said decedent, Michael Potee, is entitled to two-thirds of the said residue of his estate.

WHEREFORE your petitioner claims two-thirds of the residue of the Estate of the Late Michael Potee and, therefore, prays this honorable Court

PETITIONER'S EXHIBIT # 5

to pass an order and decree directing that in the settlement and statement of the administration account of Michael Potee, deceased, two-thirds of the residue as aforementioned be distributed to your petitioner as his lawful son.

AND as in duty bound, etc.

Isidor Roman Solicitor for
Salvatore Potee

R

STATE OF MARYLAND

LIBER 74 PAGE 487

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 petition and claim

Estate of

Michael (Mike) Potee *late of said County deceased*

taken from the original

being 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 13th *day of* December *in the year of our Lord, nineteen hundred and* ~~forty~~ fifty

R Glenn Prout

Register of Wills for Anne Arundel County

By Clemmie C. Burwell

Deputy

PETITIONER'S EXHIBIT # 6 LIBER 74 PAGE 488

IN THE MATTER OF THE ESTATE OF MICHAEL POTEE LATE OF ANNE ARUNDEL COUNTY, (DECEASED)	:	IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY

ANSWER TO PETITION OF LIBERA MARIA BONSANTO POTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your respondent, Cornelia E. Potee, by Linwood L. Clark, her attorney, answering the petition of said Libera Maria Bonsanto Potee, respectfully says;

First: That she denies the person representing herself to be Libera Bonsanto Potee is the true and lawful widow of said Michael Potee, who departed this life on May 18, 1950, at Odenton, Maryland, and she demands full and unqualified proof of same.

Filed 12 Jan., 1951

Second: That she denies the validity of said alleged marriage between the said Michael Potee and the said Libera Maria Bonsanto Potee, and demands full and unqualified proof of same.

Third: That she denies the said Michael Potee is the father of the alleged child born to the said Libera Maria Bonsanto Potee, and she demands full and unqualified proof of same.

Further answering said petition of Libera Maria Bonsanto Potee, your respondent says:

(a) That the said Michael Potee was lawfully married to Agnes M. Turner at Odenton, Maryland, October 14, 1922, and he is survived by their three children born of said marriage; that his said wife died some time before his marriage to your respondent.

(b) That the said Michael Potee was again lawfully married to Cornelia E. Seward, at Odenton, Maryland, January 31, 1948, and he died May 18, 1950, survived by his said wife and one child born of said marriage.

PETITIONER'S EXHIBIT # 6

Still further answering, your respondent says she never heard of any prior wife except the said Agnes M. Turner, deceased, and so far as she knows, the validity of said two marriages in Maryland have never been questioned until now, 36 years after said alleged Italian marriage.

Your respondent, Cornelia E. Potee, prays that the matters and things alleged and denied in the foregoing petition and answer thereto may be inquired of by a jury, as she is advised she is entitled, and to this end your Honors will direct issues to be framed so that the question raised by said petition and this answer may be tried and determined before a jury, under the direction of a Court of law.

Your respondent prays proper process may issue from this Honorable Court against the said Libera Maria Bonsanto Potee, or her Counsel of record, Isidor Roman, her Solicitor, Equitable Building, Baltimore, Maryland, and against all persons lawfully interested therein, commanding them to be and appear in this Honorable Court on some certain day to be named therein, and participate in any lawful way pertaining to the issues to be framed.

Linwood L. Clark
Attorney for Cornelia E. Potee

Cornelia E. Potee
Respondent.

This is to certify that on this 20th day of December, 1950, a copy of this Answer has been mailed to Isidor Roman, Equitable Building, Baltimore, Maryland, Attorney for petitioner.

Linwood L. Clark

LIBER 74 PAGE 490

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 Answer to Petition of Libera Maria Bonsanto Potee in the Estate of Michael Potee *late of said County deceased taken from* the Original 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 11th *day of* January *in the year of our Lord, nineteen hundred and ~~fifty~~* fifty-one.

R Glenn Prout

Register of Wills for Anne Arundel County

PETITIONER'S EXHIBIT #7 LIBER 74 PAGE 491

IN THE MATTER OF THE ESTATE OF MICHAEL POTEE, LATE OF ANNE ARUNDEL COUNTY, MARYLAND (Deceased) : IN THE ORPHANS COURT FOR ANNE ARUNDEL COUNTY

PETITION FOR ISSUES:

To the Honorable, the Judges of Said Court:

The petition of Libera Maria Bonsanto Potee has been filed claiming that she is the lawful widow of Michael Potee, who departed this life on May 18, 1950, at Odenton, Maryland, and filed her claim as widow based upon said petition. An answer has been filed thereto by your respondent Cornelia E. Potee, in which she denies that the said Libera Maria Bonsanto Potee is the lawful widow of said Michael Potee, and claims that she, the said Cornelia E. Potee, is the lawful widow of the said Michael Potee, having been lawfully married by a religious ceremony in Anne Arundel County, Maryland, on the 31st day of January, 1948.

Filed 12 Jan., 1950

That your respondent Cornelia E. Potee is advised that she is entitled to have issues of fact raised by said petition and answer, sent to a Court of law to be tried and determined by a jury; and she therefore prays that issues may be framed by this Honorable Court and transmitted to some Court of law for trial by a Jury as follows:

> Is the petitioner represented in these proceedings as Libera Maria Bonsanto Potee the legal surviving widow of Michael Potee, deceased, who died in Anne Arundel County at Odenton, Maryland, on the 18th day of May, 1950.

Linwood L. Clark
Attorney for respondent
Cornelia E. Potee

Cornelia E. Potee
Respondent

This is to certify that on this 20th day of December, 1950, a copy of this petition has been mailed to Isidor Roman, Equitable Building, Baltimore, Maryland, Attorney for petitioner.

Linwood L. Clark

PETITIONER'S EXHIBIT #7

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LIBER 74 PAGE 492

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 Petition for Issues

Estate of

Michael Potee

late of said County deceased _____ *taken from* the original, 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 11th *day of* January *in the year of our Lord, nineteen hundred and ~~forty~~* fifty-one.

R. Glenn Prout

Register of Wills for Anne Arundel County

ORDER OF COURT

Upon the aforegoing Petition, it is this 12th day of January, 1951, by the Circuit Court for Anne Arundel County, Sitting in Equity, ORDERED:

1. That the land mentioned in the mortgage in these proceedings is not susceptible of division so as to enable any dower rights which Libera Maria Bonsanto Potee may have in said land to be assigned and laid off to her, and that it is necessary to sell the said land.

2. That James W. Blackhurst, the Petitioner herein, be and he is hereby authorized and directed to sell, at foreclosure sale, all of the land mentioned in the mortgage of Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio No. 440, etc. (except Lot No. 59).

3. That the said James W. Blackhurst shall bring the proceeds of said foreclosure sale into Court and after setting aside, in accordance with Equity Rule No. 17 of this Court, a sum as an allowance in lieu of dower to be held by James W. Blackhurst as Trustee, to take care of any possible dower claim of Libera Maria Bonsanto Potee in the event that she proves that she is the lawful widow of the late Michael Potee, he shall then after the payment of the costs of this suit, the expenses of said sale and such commissions and fees to the said James W. Blackhurst as this court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust, he shall dispose of the balance of the proceeds of said sale as follows:

a. Pay a sum sufficient to satisfy the agreements, covenants and conditions of the mortgage in these proceedings immediately upon the ratification of the sale and the ratification of the auditor's account.

b. Hold the balance as Trustee, to be distributed under the orders of this Court to the Persons entitled thereto in accordance with their rights and priorities under the law.

Benjamin Nicholson
Judge

Filed 12 Jan., 1951

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JAMES W. BLACKHURST, 1 Central Avenue, S. W. Glen Burnie, Maryland Assignee of Mortgage dated March 24, 1948 from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate of the State of Maryland, which Mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio 440, etc.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10086
VS.	:	
MICHAEL POTEE and CORNELIA POTEE, his wife, Odenton, Maryland	:	

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

Filed 19 Feb, 1951

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst, Assignee of Mortgage dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio 440, from said Michael Potee and Cornelia Potee, his wife, to The County Trust Company of Maryland, which Mortgage is filed in said cause pending, respectfully shows:-

1. That after giving Bond, with security for this faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, James W. Blackhurst, Assignee, under and by virtue of the powers and authority contained in said Mortgage (after default having occurred thereunder) and an Order of the Circuit Court for Anne Arundel County dated January 12, 1951, did, pursuant to said notice, on the 17th day of February,

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PETITIONER'S EXHIBIT #3 LIBER 74 PAGE 473

LIBERA MARIA BONSANTO POTEE and SALVATORE POTEE c/o MICHELE DELL'AQUILA 44 Church Street Ambler, Pennsylvania	:	
vs	:	
COUNTY TRUST COMPANY OF MARYLAND a body corporate, Glen Burnie, Maryland.	:	IN THE
MARVIN I. ANDERSON and LOUIS M. STRAUSS, Receivers of Michael Potee, Annapolis, Maryland.	:	CIRCUIT COURT
MARVIN I. ANDERSON and LOUIS M. STRAUSS, Administrators of Michael Potee, Deceased, Annapolis, Maryland.	:	FOR ANNE ARUNDEL COUNTY
THOMAS ANDREW Glen Burnie, Maryland	:	----------
ALBERT KULLEN Glen Burnie, Maryland	:	IN EQUITY
FINANCE COMPANY OF AMERICA Munsey Building Baltimore 2, Maryland	:	No. 10,119
JOSEPH WHITTMORE and MABEL WHITTMORE, his wife, Glen Burnie, Maryland.	:	
CORNELIA E. SEWARD, also known as CORNELIA POTEE Odenton, Maryland	:	
RUSSELL POTEE Glen Burnie, Maryland.	:	
CHARLES M. POTEE, Infant Odenton, Maryland	:	
JOHN R. POTEE, Infant Odenton, Maryland	:	
FILINI POTEE, Infant Odenton, Maryland	:	

Filed 6 Dec. 1950

Filed 12 Jan., 1951

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators, complaining, say:

1. That your Oratrix, Libera Maria Bonsanto Potee, was married to Michael Potee, now deceased, on January 4, 1914, in the town of Vico del Gargano, Province of Foggia, Italy, by a religious ceremony.

PETITIONER'S EXHIBIT #3

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2. That your Orator, Salvatore Potee, son of Michael Potee and Libere Maria Bonsanto Potee, was born of said marriage on February 25, 1915, in said town of Vico del Gargano. Province of Foggia, Italy.

3. That shortly prior to the birth of Salvatore Potee, his father, said Michael Potee, emigrated to the United States of America on December 12, 1914 and came to live in the City of Baltimore, State of Maryland, and subsequently removed to Anne Arundel County where he resided until his death.

4. That while the said Michael Potee was still the lawful husband of your Oratrix, Libera Maria Bonsanto Potee, never having been divorced from her, the said Michael Potee, in the year 19 , went through a pretended ceremony of marriage with one Agnes , now deceased, at Odenton, Anne Arundel County, Maryland, That as a result of said alleged and pretended marriage the defendants, Russell Potee, Charles Potee and John Potee, were born. That the said Agnes died in 1947. That the pretended marriage of Michael Potee and Agnes was a nullity, and under the laws of Maryland was and still is null and void ab initio. That your Orators are the lawful wife and son respectively of the said Michael Potee, and are his sole legal heirs at law.

5. That thereafter, while the said Michael Potee was still the lawful husband of your Oratrix, Libera Maria Bonsanto Potee, never having been divorced from her, the said Michael Potee, on or about January 31, 1948, went through another pretended ceremony of marriage with the defendant, Cornelia E. Seward, also known as Cornelia Potee, in Anne Arundel County, Maryland. That as a result of said pretended marriage, the defendant, Filini Potee was born. This pretended marriage of Michael Potee and Cornelia E. Seward was a nullity, and under the laws of Maryland was and still is null and void ab initio. That your Orators

1951, at 10:00 a.m., attend on the the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County, being known and designated as Lots 11 through 19 (except that portion included in the easement area of the State Road), Lots 5 through 10, and Lots 24 through 28 as laid out on the Plat of Academy which plat is duly recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod B-3, Plat 29, as well as Lot No. 60 on Baldwin's Plat of Odenton filed among the Land Records of Anne Arundel County in Liber S.H. No. 34, Folio 604, excepting a portion of said Lot No. 60 which was conveyed unto Russell Thomas Potee and Doris Potee, his wife, by Deed dated August 8, 1947, and recorded among the Land Records of Anne Arundel County. All of the aforementioned fee simple property is more particularly and at length described in the aforementioned mortgage and advertisements of sale, copies of which are attached hereto.

2. Advertisements were also inserted in the Washington Post on February 14, 1951, in the Baltimore Sunday Sun on February 11, 1951, and in the Daily Record on February 10, 13, and 16, 1951.

3. BY THE MANNER OF SALE, three separate parcels were offered and the bids thereon reserved. The property was then offered as an entirety. The property was sold as an entirety since this method produced the greatest amount of money.

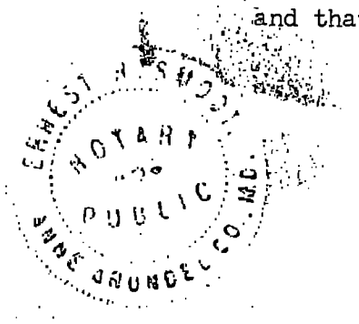
4. BY THE TERMS OF SALE, a cash deposit of $10,000.00 was required of the purchaser of the property as an entirety on the day of sale; the balance of purchase price to be paid upon ratification and to bear interest at 6% until date of settlement. All taxes, expenses, including sanitary district charges to be adjusted to date of sale.

5. The said fee simple property was sold as an entirety to Charles M. Ball and Lois Long Ball, his wife, at and for the sum of Ninety-Two Thousand Dollars ($92,000.00) said purchasers being then and there the highest bidders.

James W. Blackhurst
James W. Blackhurst
Assignee

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

I HEREBY CERTIFY, That on this 19th day of February, 1951, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared James W. Blackhurst, Assignee of Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.



Ernest R Smoot
Ernest R. Smoot, Notary Public

ORDER NISI

LIBER 74 PAGE 497

James W. Blackhurst, Assignee

versus

Michael Potee and Cornelia Potee, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,086 Equity

Filed 19 Feb, 1951.

Ordered, this 19 day of February, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by James W. Blackhurst, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27 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 27 day of March next.

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The report states that the amount of sales to be $ 92,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

James W. Blackhurst, Assignee

versus

Michael Potee and Cornelia Potee, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 1951

Filed 9 Apr, 1951.

ORDERED BY THE COURT, This 9th day of April, 1951, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
C. J.

18

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LIBER 74 PAGE 498

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 21, 1951

We hereby certify, that the annexed

Assignees Sale

Michael Potee and

Cornelia Potee, his wife

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of February, 1951. The first insertion being made the 25th day of January, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L French

Filed 6 Apr., 1951.

17

LIBER. 74 PAGE 499

ORDER

IN THE CIRCU COURT
FOR ANNE ARUNDEL COUNTY
— No. 10,086 Equity
JAMES W. BLACKHURST, Assignee
Vs.
MICHAEL POTEE AND CORNELIA POTEE, his wife.

Ordered, this 19th day of February, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by James W. Blackhurst, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of March next.

The report states that the amount of sales to be $92,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-15

Filed 9 Apr., 1951

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1951

We hereby certify, that the annexed

Order Nisi Sale

Eq # 10,086

Michael Potee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of March, 1951. The first insertion being made the 22nd day of February, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun 31

No. MG. 3643

14½

JAMES W. BLACKHURST, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
MICHAEL POTEE and CORNELIA POTEE, his wife, Odenton, Maryland	:	IN EQUITY
	:	NO. 10086

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

PETITION

TO THE HONORABLE JUDGES OF SAID COURT:

The Petition of James W. Blackhurst, Assignee, respectfully represents:

1. That Michael Potee died before the institution of these foreclosure proceedings.

2. That sale of the mortgaged real estate produced a sum greater than the mortgage debt and the expenses of sale.

3. That the personal estate of Michael Potee is insufficient to pay the claims filed in the Orphans' Court and those filed in the receivership proceedings in this Court (Equity Case No. 9997).

WHEREFORE, your Petitioner prays this Court to pass an Order directing your Petitioner to notify all persons having claims against the Estate of Michael Potee to file their claims duly authenticated with the Clerk of this Court by a certain day named in the Order.

AND AS IN DUTY BOUND, ETC.

Filed 7 Apr, 1951

James W. Blackhurst
James W. Blackhurst

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

I hereby certify that on this 9th day of April, 1951, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared James W. Blackhurst, Assignee, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

ERNEST R. SMOOT NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My Commission Expires May 7, 1951

Ernest R. Smoot
Notary Public

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JAMES W. BLACKHURST, Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
MICHAEL POTEE and CORNELIA POTEE, his wife, Odenton, Maryland	:	IN EQUITY
	:	NO. 10086

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

NOTICE TO CREDITORS

It is Ordered this 9th day of April, 1951, by the Circuit Court for Anne Arundel County in Equity that James W. Blackhurst, Assignee of the mortgage in the above-entitled case, give notice to all persons having claims against the Estate of Michael Potee, Deceased, to file their claims in these proceedings, property authenticated, with the Clerk of this Court, on or before the 26th day of May, 1951, by causing a copy of this Order to be published in some weekly newspaper published in Anne Arundel County, once a week, for four successive weeks before the 18th day of May, 1951.

Benjamin Michaelson
Judge

Filed 9 Apr., 1951

JAMES W. BLACKHURST, 1 Central Avenue, S. W. Glen Burnie, Maryland Assignee of Mortgage dated March 24, 1948, from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate of the State of Maryland, which Mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio 440, etc.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10086
vs.	:	
MICHAEL POTEE and CORNELIA POTEE, his wife, Odenton, Maryland	:	

Filed 9 Apr., 1951

AMENDED STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of the County Trust Company of Maryland, a body corporate, and James W. Blackhurst, Assignee for the purposes of foreclosure of said mortgage, under the Mortgage from Michael Potee and Cornelia Potee, his wife, to County Trust Company of Maryland, a body corporate, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440 etc.:

Principal Amount of Mortgage	$55,000.00
Amount Paid on Account	3,492.86
	$51,507.14
Interest from 4/24/50 to 2/17/51	2,093.94
	$53,601.08
Less Credit for unearned insurance premium as of 2/17/51	364.83
Total Claim	$53,236.25

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

I HEREBY CERTIFY, that on this 9th day of April, in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES W. BLACKHURST, assignee of the Mortgage dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440 etc. from Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, a body corporate, the Complainant in the above-entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid. At the same time also appeared Ernest R. Smoot, Cashier of County Trust Company of Maryland, a body corporate, and made oath that the aforegoing is a true and just statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

LOUIS J. DE ALBA NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Louis J. De Alba
Notary Public

JAMES W. BLACKHURST, Assignee, Plaintiff vs. MIKE POTEE and CORNELIA POTEE, his wife, Defendants	* * * * * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,086 Equity

Filed 19 Apr., 1951

PETITION AND ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Matthew S. Evans respectfully represents:

1. That, on or about 1 May, 1950, Mike Potee and Cornelia Potee, his wife, executed a mortgage to Thomas Andrew and Albert Kullen, a partnership trading as Andrew Vending Company, in the amount of Eight Thousand Five Hundred Twenty Dollars ($8,520.00) on their property located in Odenton in the Fourth Election District of Anne Arundel County; said mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 568, folio 428, as will more fully appear by reference to the original, which is attached hereto and filed herewith and prayed to be taken as a part hereof.

2. That on 3 May, 1950, the said mortgage was assigned to the Finance Company of America at Baltimore, a body corporate.

3. That on 28 February, 1951, the said mortgage was assigned by the Finance Company of America at Baltimore to your Petitioner for the purpose of filing a claim in these proceedings.

4. That there is due and owing on said mortgage the sum of Eight Thousand Five Hundred Twenty Dollars ($8,520.00).

5. That, on 17 February, 1951, the County Trust Company of Maryland, the holders of a first mortgage on said property executed by Mike Potee and Cornelia Potee, his wife, on 24 March, 1948, sold the said property at public sale under foreclosure proceedings, as will more fully appear by reference to the above entitled proceedings. Said sale has been ratified and confirmed by this Court.

6. That after the expenses of said foreclosure proceedings are paid, there will be a net surplus standing to the credit of the aforesaid mortgagors.

WHEREAS, your Petitioner prays this Honorable Court to pass an order directing the auditor in stating an account in the above entitled case to allow the claim of your Petitioner, subject to its legal priority and all proper exceptions.

AND, as in duty bound, etc.

Matthew S. Evans,
Petitioner
212 Duke of Gloucester St.
Annapolis, Maryland

O R D E R

Filed 21 Apr., 1951

Upon the aforegoing Petition it is this 21st day of April, 1951, by the Circuit Court for Anne Arundel County, in equity, ORDERED that the auditor in stating his account in this cause be, and he is hereby, directed to allow the claim of Matthew S. Evans, Assignee, according to its priority among the claims allowed by this Court and subject to all proper exceptions.

Benjamin Michaelson
Judge

LIBER 74 PAGE 507

THIS MORTGAGE, Made this 1st day of May, 1950; by and between Mike Potee and Cornelia Potee, his wife, of Odenton, Anne Arundel County, Maryland, Mortgagors; and Thomas Andrew and Albert Kullen, a Partnership Trading As Andrew Vending Company, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of Eighty-Five Hundred and Twenty ($8,520.00) Dollars, which is to be repaid in Seventeen (17) consecutive monthly instalments of Five Hundred Twenty-Five ($525.00) Dollars each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant and assign (convey) unto the said Mortgagee, its successors and assigns (in fee simple) all those lots of ground and premises located in Odenton, Fourth Election District of Anne Arundel County, State of Maryland; known and designated as Lot Nos. 5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-24-25-26-27 and 28 of Section 7, as shown on the Plat of Academy, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod B-3, Folio 29. This Mortgage intending to cover the building known as Potee's Drive Inn, which is erected upon said premises.

TOGETHER with the buildings and improvements threrupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said lots of ground, with the improvements and appurtenances aforesaid, unto the said Thomas Andrew and Albert Kullen, Trading as Andrew Vending Company, its successors and assigns forever.

IF, HOWEVER, the said Mortgagors, executors, administrators or assigns shall make the payments and perform the covenants herein on their part contained then this Mortgage shall be void. And the said Mortgagors for themselves, their executors administrators and assigns covenant with the said Mortgagee, its successors and assigns to pay and perform as follows:

To pay the Mortgagee, its successors and assigns, the said monthly payments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when

Exhibit

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payable, and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

AND it is agreed that until default is made the said Mortgagors or their assigns may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

AND the said Mortgagors consent that a decree may be passed for the sale of the property (the sale to take place after a default in any of the conditions of this Mortgage shall have continued for six (6) weeks) under the provisions of Section 720 to 732 inclusive of Chapter 123 of the Laws of Maryland passed in the January Session in the year 1898, or any supplement thereto or this Mortgage may be foreclosed under any law or laws of said State of Maryland intended to facilitate the regular or extra judicial proceedings on mortgages as fully and in the same manner as if special assent and powers were hereby given and granted, and if said property be in the Counties, the said Mortgagee, or its attorney, may at any time after default sell said property under the provisions of the Annotated Code of Public General Laws of Maryland, Article 66, Sections 6 to 10 inclusive.

WITNESS our hands and seals.

WITNESS:

Amelia H. Tubman — Amelia H. Tubman

Mike Potee (SEAL)
Mike Potee

Cornelia Potee (SEAL)
Cornelia Potee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this ____ day of May, 1950; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mike Potee and Cornelia Potee, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Thomas Andrew and Albert Kullen, a partnership, Trading as Andrew Vending Company, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth. AS WITNESS my hand and Notarial Seal. Amelia H. Tubman

Recorded, 5 May, 1950
at 9 A.M.

Amelia H. Tubman

May 3, 1950

LIBER 74 PAGE 509

For Value Received, Thomas Andrew and Albert Kullen, Trading as Andrew Vending Company, a Partnership, does hereby assign the within Mortgage unto The Finance Company of America at Baltimore, a body corporate.

WITNESS:

Amelia H. Tubman.
Amelia H. Tubman

ANDREW VENDING COMPANY, a Partnership

BY Thomas Andrew (SEAL)
Thomas Andrew

BY Albert Kullen (SEAL)
Albert Kullen

Recorded- 5th May, 1950, at 9 A.M.

- -

Baltimore, Md., February 28,1951.

For Value Received, The Finance Company of America at Baltimore, a body corporate, hereby assigns the within Mortgage to Matthew S. Evans for the purpose of filing a claim in Equity Case No. 10,086 in the Circuit Court for Anne Arundel County and/or the Orphans Court for Anne Arundel County.

As Witness the corporate seal of The Finance Company of America at Baltimore, and the signature of H.G.Hurlbrink, its Vice-President, duly attested.

THE FINANCE COMPANY OF AMERICA AT BALTIMORE,

By H.G.Hurlbrink
Vice-President. H.G.Hurlbrink.

Attest:

E.D.Wilbourne
Asst-Secretary. E.D.Wilbourne.

LIBER 74 PAGE 510

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY
NO. 10,083
JAMES W. BLACKHURST, Assignee
Vs.
MICHAEL POTEE and CORNELIA POTEE, his wife, Odenton, Maryland.

NOTICE TO CREDITORS

It is Ordered this 9th day of April, 1951, by the Circuit Court for Anne Arundel County in Equity that James W. Blackhurst, Assignee of the mortgage in the above-entitled case, give notice to all persons having claims against the Estate of Michael Potee, Deceased, to file their claims in these proceedings, property authenticated, with the Clerk of this Court, on or befor the 26th day of May, 1951, by causing a copy of this Order to be published in some weekly newspaper published in Anne Arundel County, once a week, for four successive weeks before the 18th day of May, 1951.

BENJAMIN MICHAELSON.
Judge.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-3

Filed 31 May, 1951

No. MG 9462
19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1951

We hereby certify, that the annexed

Notice to Creditors - Eq. 10,086

Michael Potee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of May, 1951. The first insertion being made the 12th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

39

LIBER 74 PAGE 511

In the Case of

James W. Blackhurst,

Assignee

vs.

Michael Potee

and

Cornelia Potee, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,086 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 11 June, 1951.

June 6, 1951

All of which is respectfully submitted.

Laura R. Ficklin

Auditor.

Dr. James W. Blackhurst, Assignee, vs. Michael Potee and Cornelia Potee, his wife

in ac

To Assignee for possible dower of Liberia Maria Bonsanto Potee, to be held by him subject to further order of Court, as per Order of Court dated January 12, 1951- one-ninth of $92,697.00	10,299	67	10,299	67
To Assignee for Fee, viz:	50	00		
To Assignee for Commissions (Order of 3/30/51), viz:	1,920	45	1,970	45
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - court costs	64	00		
Auditor - stating this account	90	00		
			164	00
To Assignee for Expenses, viz:				
Capital-Gazette Press -advertising stopped sale	106	24		
Capital-Gazette Press - advertising sale	128	12		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Capital-Gazette Press - notice to creditors	8	00		
The Daily Record - advertising stopped sale	48	00		
The Sun - advertising sale	48	60		
The Daily Record - advertising sale	91	52		
Harrison-Pitt, Inc - advertising sale in Washington Post	128	82		
Glens Falls Indemnity Co. - bond premium	220	00		
Sam W. Pattison & Co. - auctioneer's fee for stopped sale	25	00		
Sam W. Pattison & Co. - auctioneer's fee for sale	460	00		
Thomas W. Shives - survey	45	00		
One-half Federal revenue stamps	50	60		
One-half State revenue stamps	50	60		
Notary fees	3	00		
Clerk of Court - recording assignment		75		
			1,428	25
To Assignee for Taxes, viz:				
1951 State and County taxes ($769.52- adjusted to 2/17/51	96	15	96	15

To Assignee for Claims filed, viz:

(1) County Trust Company of Maryland, first mortgagee - in full for mortgage claim as amended 4/9/51 — 53,236 25 — 53,236 25

(2) County Trust Company of Maryland,- in full for judgment claim filed, in #2180 Law, viz:

Debt	$6,935.67	
Interest from 3/16/50 to 2/17/51	390.71	
Court costs	16.75	
Attorney's fee	693.57	
Entering satisfied	.50	
	$8,037.20	
Cr:		
Payment on acct - $3,710.98		
Interest allowed 179.96	3,890.94	
	4,146.26	
Balance due		4,146 26 — 4,146 26

(3) Andrew E. Sears - balance applied on account of judgment claim in #1515 Law, viz:

Debt	$ 20,000.00	
Interest from 4/19/50 to 2/17/51	1,013.33	
Court costs (Balto. Co.)	25.05	
Court costs (A.A. Co.)	55.90	
Certified copy docket entries	5.00	
#3 Judicials, July Term, 1950:		
Fi. Fa.	2.50	
Docket entries	1.00	
Sheriff's costs	751.20	
Entering satisfied	.25	
#2329 Law (Attachment)		
Court costs	14.65	
#2335 Law (Garnishee)		
Court costs	9.80	
Total	$ 21,879.18	
Amount credited	21,355.97	21,355 97 — 21,355 97
Balance due	523.21	92,697 00

1951				
Feb.	17	Proceeds of Sale	92,000 00	
		Interest on deferred payment of $82,000.00 from 2/17/51 to 4/10/51	697 00	92,697 00
				92,697 00

ORDER NISI

LIBER 74 PAGE 515

James W. Blackhurst,

Assignee

VERSUS

Michael Potee

and

Cornelia Potee, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,086 Equity.

Filed 11 June, 1951.

ORDERED, This 11 day of June, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16 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 16 day of July next.

John H. Hopkins, 3rd, Clerk.

Filed 21 July, 1951.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of July, 19 51, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,086 Equity
JAMES W. BLACKHURST, Assignee
Vs.
MICHAEL POTEE and CORNELIA POTEE, his wife.

Ordered, this 11th day of June, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.

Jn-25

Filed 20 July, 1951.

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1951

We hereby certify, that the annexed

Order Nisi - Auditor's Account

Eq. 10,086

Michael Potee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of July, 1951. The first insertion being made the 14th day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. MG 1813

21

JAMES W. BLACKHURST	:	IN THE CIRCUIT COURT
Assignee	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MICHAEL POTEE, et al	:	IN EQUITY No. 10086

: : : :

PETITION FOR DECLARATORY DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles L. Ball and Lois Long Ball, his wife, respectfully shows unto your Honors:

FIRST. That by Order of this Honorable Court dated the 12th. day of January 1951, it was ordered:

"1. That the land mentioned in the mortgage in these proceedings is not susceptible of division so as to enable any dower rights which Libera Maria Bonsanto Potee may have in said land to be assigned and laid off to her, and that it is necessary to sell the said land.

"2. That James W. Blackhurst, the Petitioner herein, be and he is hereby authorized and directed to sell, at foreclosure sale, all of the land mentioned in the mortgage of Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, Folio No. 440, etc. (except Lot No. 59).

"3. That the said James W. Blackhurst shall bring the proceeds of said foreclosure sale into Court and after setting aside, in accordance with Equity Rule No. 17 of this Court, a sum as an allowance in lieu of dower to be held by James W. Blackhurst as Trustee, to take care of any possible dower claim of Libera Maria Bonsanto Potee in the event that she proves that she is the lawful widow of the late Michael Potee, he shall then after the payment of the costs of this suit, the expenses of said sale and such commissions and fees to the said James W. Blackhurst as this court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust, he shall dispose of the balance of the proceeds of said sale as follows:

"a. Pay a sum sufficient to satisfy the agreements, covenants

Filed 11 Dec. 1951

22

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and conditions of the mortgage in these proceedings immediately upon the ratification of the sale and the ratification of the auditor's account.

"b. Hold the balance as Trustee, to be distributed under the orders of this Court to the Persons entitled thereto in accordance with their rights and priorities under the law."

SECOND: That in pursuance of the Order of this Court of January 12, 1951, James W. Blackhurst sold all the land mentioned in said order to your Petitioners for the sum of $92,000.00, they being the highest bidders. That said sale was duly reported to this Honorable Court and was ratified on the 21 day of July, 1951. That thereafter an auditor's report and account was filed and duly ratified by this Honorable Court on the 21 day of July, 1951.

THIRD: That the Land Records of Anne Arundel County indicate that the property bought at mortgage foreclosure sale by your Petitioners was acquired by Michael Potee, the Mortgagor in the following manner:

"a. By Deed dated February 10, 1948 and recorded among the Land Records of Anne Arundel County in lots 11 thru 19, 5 thru 10 and 24 thru 28 on Plat of Academy filed among the Plat Records of Anne Arundel County in Cabinet 2 Rod B-3, Plat 29, were conveyed by the First Evangelical Lutheran Church to Michael Potee, (then a widower).

b. By Deed dated February 16, 1946 and recorded in the Land Records of Anne Arundel County Lot No. 60, as shown on Baldwin's Plat of Odenton filed among the Land Records of Anne Arundel County, was conveyed by Joseph Taylor et al to Michael Potee and wife.

Certified true copies of the two aforementioned deeds are attached hereto and marked "Petitioner's Exhibit No. 1 and 2 " respectively.

FOURTH: That as indicated by a photostatic copy of a marriage certificate, part of the documentary evidence filed in Law No. 2713 and and entitled Libera Maria Bonsanto Potee and Salvatore Potee by Michael Dell 'Aquila, their next friend and attorney in fact vs. Marvin I. Anderson and Louis Straus, Administrators of Michael Potee, Michael Potee was married to Agnes M. Turner by Rev. Victor S. Ross on October 14, 1942.

FIFTH: That as indicated by a photostatic copy of a marriage certificate, part of the documentary evidence filed in Law No. 2713 and

and entitled Libera Maria Bonsanto Potee and Salvatore Potee by Michael Dell 'Aquila, their next friend and attorney in fact vs. Marvin I. Anderson and Louis Strauss, Administrators of Michael Potee, Michael Potee was married to Cornelia E. Seward by Rev. Victor S. Ross on January 31, 1948.

SIXTH: That an "Agreement and Assignment" filed in Equity Case No. 9977 entitled Andrew E. Sears vs. Cornelia Potee, et al, in which said case Louis M. Strauss and Marvin I. Anderson were appointed receivers for the estate of Michael Potee, the aforementioned Agreement and Assignment states the following:

a. That Libera Maria Bonsanto Potee was married to the late Michael Potee on January 4, 1914, in the town of Vico del Gargano, Province of Foggia, Italy, and a son, Salvatore Potee was born of said marriage on February 25, 1915 in said City, Province and Country. That Michael Potee emigrated to the United States of America on December 12, 1914.

b. That on October 14, 1922, Michael Potee married Agnes M. Turner by whom he had three children, namely Russell Potee, Charles M. Potee and John R. Potee; that said Agnes M. Turner died in the year 1947.

c. That the said Michael Potee again entered into an alleged marriage ceremony with Cornelia E. Seward (herein called Cornelia E. Potee) at Odenton, Anne Arundel County, Maryland.

d. That on December 6, 1950, the said Libera Maria Bonsanto Potee and Salvatore Potee filed their Bill of Complaint in the Circuit Court for Anne Arundel County, in Equity, to enjoin the sale of the property of the said Michael Potee, deceased, and for other relief and at the same time said Libera Maria Bonsanto Potee and Salvatore Potee filed their claims as widow and sole lawful surviving child of Michael Potee in the Orphans' Court for Anne Arundel County to the Circuit Court for Anne Arundel County for trial by a jury, which issues were to determine whether Libera Maria Bonsanto Potee was the legal surviving widow of the late Michael Potee and whether Salvatore Potee was the lawful child of the said Michael Potee.

e. That counsel for the respective parties after extensive negotiations agreed to resolve the dispute between them and entered into a stipulation, a copy of which is attached hereto as part hereof representing the disposition of the aforementioned issues for and in consideration of the following agreement between them.

f. That under the laws of Maryland the parties to this agreement are advised that the presumption of law respecting the marriage of the said Michael Potee and the said Agnes M. Turner, and the subsequent marriage after the death of Agnes M. Turner of the said Michael Potee and the said Cornelia E. Seward were and are lawful marriages.

SEVENTH: That said Agreement and Assignment was executed by Michael Dell 'Aquila, next friend and attorney in fact of Libera Maria Bonsanto Potee and Salvatore Potee, Cornelia E. Potee and Marvin I. Anderson and Louis M. Straus, Receivers and Administrators of Michael Potee, deceased and a certified true copy of the entire agreement and assignment is attached hereto and marked "Petitioner's Exhibit No. 3."

EIGHTH: That the Agreement and Assignment hereinbefore referred to and marked "Petitioner's Exhibit No. 3" specifically provides for the following and to which the persons executing same mutually covenanted and agreed:

1. That the said parties hereto do hereby assent to, conform and adopt the terms and provisions of the Stipulation hereto annexed and agree to the findings upon the issues now pending in the Circuit Court for Anne Arundel County, pursuant to said Stipulation.

2. That the said parties hereto do hereby expressly assent to and direct the administration and distribution of the Estate of the late Michael Potee, who died intestate, pursuant to the laws of descent and distribution of the State of Maryland, and in that connection do hereby expressly agree that one-third of the Estate of the late Michael Potee shall be distributed to Cornelia E. Potee as his surviving widow and the remaining two-thirds of said Estate of the late Michael Potee shall be divided equally between Salvatore Potee, Russell Potee, Charles M. Potee, John R. Potee and Filini Potee, being all the children of the said late Michael Potee; and

the said parties hereto hereby agree that they will contend for, maintain and support such distribution of said Estate.

3. That the said parties hereto will take such actions as will effectually accomplish the aforesaid distribution; it being understood and agreed that the distributive share payable to Salvatore Potee will be paid to Michele Dell 'Aquila as his next friend and attorney in fact.

4. That the said Cornelia E. Potee hereby agrees to pay unto Libera Maria Bonsanto Potee ten per-cent of any and all monies to which the said Cornelia E. Potee was, is and shall be entitled to receive and receive or received as the lawful widow of the said Michael Potee, deceased, and the parties hereto agree that this provision of this instrument shall operate as and be an assignment by the said Cornelia E. Potee to the said Libera Maria Bonsanto Potee of said ten per cent of the share received and to be received by the said Cornelia E. Potee out of and from the Estate of the said Michael Potee and that said Receivers and Administrators shall give full force and effect to this provision accordingly; it being understood and agreed by and between the parties hereto that said share or sums so payable as aforesaid to Libera Maria Bonsanto Potee shall be paid to Michele Dell 'Aquila as her next friend and attorney in fact.

5. That the said parties hereto do hereby covenant and agree to execute any other and further instruments as shall be necessary to effectuate the terms of this agreement and assignment and they and each of them will execute such releases for or on account of the Estate of Michael Potee so distributed whether the same shall be distributed by the Receivers or the Administrators; it being understood that any releases or instruments required to be executed by Libera Maria Bonsanto Potee and Salvatore Potee shall be executed by Michele Dell 'Aquila as their next friend and attorney in fact.

6. It is the intention of the parties hereto with full knowledge of all the facts and circumstances to hereby make the choice, acquiescence and to the acts as herein expressed.

NINTH: That by Petition filed in No. 9997 Equity, in the Circuit Court for Anne Arundel County in a case entitled Anderson E. Sears vs. Cornelia E. Potee, et al, Virginia Hall, guardian ad litem of John R. Potee and Gilini Potee, infants, petitioned this Court for authorization

to consent to the Agreement and Assignment between Libera Maria Bonsanto Potee and Salvatore Potee by Michele Dell'Aquila, their next friend and attorney in fact and Cornelia E. Potee and Marvin I. Anderson and Louis M. Strauss, Receivers and Administrators of Michael Potee. That a certified copy of said Petition and the Order thereon of July 6, 1951 is filed herewith marked "Petitioner's Exhibit No. 4 ".

TENTH: That in accordance with the first paragraph of the aforementioned "Agreement and Assignment" there are "Stipulations" attached to Law Case No. 2713 entitled Libera Maria Bonsanto Potee and Salvatore Potee, by Michele Dell'Aquilla, their next friend and attorney in fact vs. Marvin I. Anderson and Louis Strauss, Administrators and Cornelia E. Potee. A certified true copy of these "Stipulations" are attached hereto and marked "Petitioner's Exhibit No. 5 ."

ELEVENTH: That Law Case No. 2713 entitled Libera Maria Bonsanto Potee and Salvatore Potee, by Michele Dell'Aquilla, their next friend and attorney in fact vs. Marvin I. Anderson and Louis Strauss, Administrators and Cornelia E. Potee, concerned "Issues" submitted by the Orphan's Court to be determined by this Honorable Court. That said issues were submitted for trial without a jury, testimony was taken, supporting documents were filed, counsel for the parties were heard and after fully considering the evidence and proceedings the following answers of the Court were recorded on July 19, 1951:

"Issue 1 - Is the petitioner represented in these proceedings as Libera Maria Bonsanto Potee the legal surviving widow of Michael Potee, deceased, who died in Anne Arundel County at Odenton, Maryland, on the 18th. day of May, 1950?

"A. - The verdict of the Court is for the defendants, and the answer is NO.

"Issue 2 - Was the said Libera Maria Bonsanto Potee lawfully married to the late Michael Potee on the 4th day of January, 1914, at Vico Del Cargano, Province of Foggia, Italy?

"A. - The verdict of the Court is for the Plaintiff, Libera Maria Bonsanto Potee, and the answer is YES.

"Issue 3 - Is the said Salvatore Potee the surviving son of the late Michael Potee and the issue of the said marriage between the said Libera Maria Bonsanto Potee and Michael Potee?

"A. - The verdict of the Court is for the Plaintiff, Salvatore Potee, and the answer is YES.

That a certified copy of the findings on said issues is filed herewith marked "Petitioner's Exhibit No. 6.

TWELVE: That thereafter in conformity with the certified findings on the issues of facts raised by the pleadings and submitted by the Orphans' Court of Anne Arundel County to the Circuit Court for Anne Arundel County for trial, it was on the 31 day of July, 1951, Ordered, Adjudged and Decreed by the Orphans' Court of Anne Arundel County that Cornelia E. Potee was the lawful widow of Michael Potee at the time of his death May 19, 1950, and it was further Ordered that Salvatore Potee is a lawful child of Michael Potee and a former wife, Libera Maria Bonsanto Potee. That said Order is filed herewith and marked "Petitioner's Exhibit No. 7.

THIRTEEN: That in Equity case No. 9997, entitled Andrew Sears vs. Cornelia Potee, et al there is filed an "Agreement" dated June 1, 1951 and executed by Russell Potee, Charles Potee, by Russell Potee, his attorney in fact, Virginia Hall, guardian of John R. Potee and Felicia Potee, infants, Libera Maria Bonsanto Potee and Salvatore Potee, by Michael Dell'Aquilla, their next friend and attorney in fact, and Cornelia E. Potee, wherein Russell Potee's distributive share as an heir of the estate of the late Michael Potee is limited to $1500.00 and the other parties to this agreement release Russell Potee from any liability or to the estate of Michael Potee by virtue of a joint judgment obtained against Michael Potee and Russell Potee by one Andrew Sears and in the amount of $25,000.00. A certified copy of this agreement is attached hereto and marked "Petitioner's Exhibit No. 8."

FOURTEEN: That by Petition filed in No. 9997 Equity, in the Circuit Court for Anne Arundel County in a case entitled Anderson E. Sears vs. Cornelia E. Potee, et al, Virginia Hall, guardian ad litem of John R.

Potee and Filini Potee, infants, to execute Agreement between Russell Potee and others pertaining to any rights of subrogation by reason of judgment of Andrew E. Sears and order thereon of July 6, 1951 is filed herewith marked "Petitioner's Exhibit No. 9 ".

FIFTEEN: That your Petitioner's undertook to sell a portion of the property purchased by them known as Lot No. 60 on Baldwin's Plat of Odenton, saving and excepting so much thereof as was conveyed by Michael Potee to Russell T. Potee and wife by deed dated August 18, 1947. That title was turned over by said purchaser or perspective purchaser to the Maryland Title Guarantee Company for examination, and marked Application No. 108, 787 by said Title Company. That the Maryland Title Guarantee Company have stated that they have examined the various legal proceedings in the Orphans' Court and in the Circuit Court of Anne Arundel County relating to the claim of Libera Maria Bonsanto Potee and Salvatore Potee and that, in their opinion, in order to pass a marketable title a deed should be obtained from Libera Maria Bonsanto Potee of all of her right, title and interest in and to said property, as well as a deed from Russell Potee, Charles Potee and John Potee (the children of Agnes Potee, who died October 26, 1946) of all of their right, title and interest therein.

SIXTEEN: That in viewof the proceedings which have been taken in case No. 10086 and in No. 9997, in equity, and Orphans' Court for Anne Arundel County and in Law No. 2713 and all of the documents and agreements which have been filed therein, the title of your Petitioners has been fixed and determined so that no further claims can be made by any of the parties from whom the Title Company has requested a deed.

Wherefore, this Petition is filed pursuant to the provisions of Article 31A of the Annotated Code of Maryland, 1947 Supplement and your Petitioners respectfully pray that this Honorable Court, by its proper order or orders may declare, adjudge and decree:

a. That title to all the land sold by James W. Blackhurst, Assignee, in accordance with the order of this Court of January 12, 1951,

is in the Petitioner's free, clear and discharged of the rights of the said Libera Maria Bonsanto Potee, Russell Potee, Charles Potee and John Potee.

b. That the Petitioners may have such other and further relief as this case may require.

AND AS IN DUTY BOUND, ETC.

Charles L. Ball
Charles L. Ball

Hyman Gunsberg
Solicitor for Petitioners
Garret Bldg. Balto. Md

Lois Long Ball
Lois Long Ball
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 11 day of September, 1951, before me, the subscriber, a Notary Public of the State of Maryland, at and for Anne Arundel County aforesaid personally appeared Charles L. Ball and Lois Long Ball, his wife, and they made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

ERNEST R. SMOOT NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Ernest R. Smoot
NOTARY PUBLIC Ernest R. Smoot

My Commission Expires May 4, 1953

PETITIONERS' EXHIBIT NO. I

INT. REV. STAMPS $4.95-MD.STATE STAMPS $4.95

THIS DEED, Made this 10th day of February in the year Nineteen hundred and forty eight, by and among The First Evangelical Lutheran Church of Odenton, Anne Arundel County, Maryland, a body corporate, party of the first part, Reverend Emanuel T. Finck, President and Pastor of the Board of Trustees of the said Congregation, Carl Niedergesahs, William R. Beckman, W.F. Burgess, Jr., Robert H. Emerson, Louis F. Scriba, Alonzo E. Tull, Chas. W. Mullard, Otto Deichyrieber, Paul J. Georg, Trustees of the Congregation, parties of the second part, and Michael Potee of Anne Arundel County aforesaid, party of the third part.

Whereas, at a special meeting of the Congregation and Trustees of the First Evangelical Lutheran Church held on July 25, 1947, after due notice had been fully given, were by a unanimous resolution authorized to make and execute on behalf of said congregation, a deed to Michael Potee for the property hereinafter described at and for the sum of Forty one hundred dollars.

Filed 11 Sept. 1951

Now therefore, this Deed Witnesseth, That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, paid by the said party of the third part to the said parties of the first and second parts, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the said parties of the first and second parts have bargained and sold and by these presents do grant and convey unto the said Michael Poteen his heirs and assigns, in fee simple, All those lots, pieces or parcels of land situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid and described as follows:

1. Beginning for the same at an iron set at the intersection of the southeast edge of Washington Avenue, with the lot line between lots ten and eleven Section seven of the Plat of Academy, which plat is filed among the Plat Records of Anne Arundel County in Cabinet 2 Rod B-3 plat 29; thence leaving Washington Avenue and with said lot line south 58 degrees 40 minutes east 120 feet to a pipe; thence with

the southeast side of lots 11, 12 and 13 and part of 14, north 31 degrees 20 minutes east 90.2 feet to the lot line of lot 15, section 7; thence leaving lot 14 and with the southwest side of lot 15, south 58 degrees 40 minutes east 59.3 feet to an iron set on the northwest bank of the State Road from Odenton to Severn; thence binding on said bank and the Easement area of said road, north 31 degrees 20 minutes east 134.8 feet to a stake 3.5 feet southwest of a culvert outlet; thence leaving said road, and with the lot line north 58 degrees 40 minutes west 179.3 feet between lots 19 and 20 to a stake on the southeast side of Washington Avenue; thence leaving lot 20, south 31 degrees 20 minutes west 225 feet to the beginning. Same being all of lots 11 to 19, inclusive, as shown on Plat of Academy heretofore referred to, except that portion included in the easement area of the State Road heretofore referred to.

2. Beginning for the same at an iron set at the intersection of the southeast side of Washington Avenue with the lot line between lots 10 and 11 of Section 7, as laid down on the aforesaid plat of Academy, and running thence south 31 degrees 20 minutes west 150 feet, more or less, to the division line between lots 4 and 5 of Section 7, thence with said divisional line south 58 degrees 40 minutes east 120 feet, thence at right angles north 31 degrees 20 minutes east 150 feet, more or less, to the end of <u>of</u> the first line of the conveyance from Atkinson to the party of the first part, recorded in Liber J.H.H. No. 258 folio 359, thence with said line, reversed, north 58 degrees 40 minutes west 120 feet to the place of beginning. Being lots 5 to 10, inclusive in Section 7 on the aforesaid plat of Academy.

Being the same property which was conveyed to the First Evangelical Luthern Church of Odenton, by Mary C. Atkinson, widow, by the following deeds:

One dated February 25, 1942, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 258 folio 359; and the other dated February 27, 1945, recorded among the aforesaid Land Records in Liber J.H.H. No. 324 folio 424.

3. All those five lots designated as lots Number 24, 25, 26, 27, and 28 of Section 7 on the aforesaid plat of "Academy", said lots

having an aggregate frontage of 125 feet on the southeast side of Washington Avenue, as shown on the aforesaid plat.

Being the same property which was conveyed to the said The First Evangelical Lutheran Church of Odenton, by Mary C. Atkinson, widow, by deed dated on the 22nd day of March in the year 1945, and recorded among the Land Records aforesaid in Liber J.H.H. No. 383 folio 145.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of the said Michael Potee, his heirs and assigns, in fee simple.

And the said parties of the first and second parts hereby covenant that it and they will warrant specially the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the corporate name of The First Evangelical Lutheran Church of Odenton, Anne Arundel County, Maryland, by Emanuel T. Finck, President and the corporate seal thereof attested by Carl Niedergesahs, Secretary, and the hands and seals of the Reveerend Emanuel T. Finck Pastor of the Board of Trustees, and the Trustees of the Congregation,

(CORPORATE SEAL)

Carl Niedergesahs,
Secretary
Test: Louis F. Scriba

Mary A. Pinkine

4004 Pennington Ave.

Balto, 26, Md.

Test:

Mary A. Pinkine

4004 Pennington Ave.

Balto. 26, Md.

Louis F. Scriba

The First Evangelical Lutheran Church
of Odenton, Anne Arundel County, Md.

By: Emanuel T. Finck President

Alonzo E. Tull (SEAL)

Emanuel T. Finck, (SEAL)
Pastor

Carl Niedergesahs (SEAL)
Trustee

William R. Beckman (SEAL)

Robert H. Emerson (SEAL)

Alonzo E. Tull (SEAL)
Trustee

Charles Millard (SEAL)
Trustee

Otto Deichyrieber (SEAL)
Trustee

W.F. Burgess, Jr. (SEAL)

Paul J. Georg (SEAL)
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this tenth day of February in the year Nineteen hundred and forty eight before me the subscriber, a Notary Publif of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Emanuel T. Finck, President of The First Evangelical Lutheran Church of Odenton, Anne Arundel County, Maryland and he acknowledged the aforegoing deed to be the act and deed of said corporation, and at the same time also personally appeared Emanuel T. Finck, Pastor of said Congregation and Carl Niedergesahs, William R. Beckman, Alonzo E. Tull, Charles W. Millard and Otto Deichyrieber, Robert H. Emerson, W.F. Burgess,Jr. and Louis F. Scriba Trustees of the Congregation, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Mary A. Pinkine Notary Public
4004 Pennington Ave.
My Commission Expires May 2,1949 Balto 26, Md.

State of Maryland, Anne Arundel County To Wit:

I hereby certify that on this 10 day of February in the year Nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Robert H. Emerson W.F. Burgess, Jr., and Paul J. Georg, Trustees of the Congregation of the First Evangelical Lutheran Church and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL) Mary A. Pinkine Notary Public
4004 Pennington Ave.
Balto. 26, Md.

Recorded February 21st, 1948, at 10-20 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 456 Folio 544 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of September A.D., 1951.

John H. Hopkins, 3d.

John H. Hopkins, 3rd., Clerk

LIBER 74 PAGE 530
PETITIONERS EXHIBIT NO. 2

(INT. REV. STAMP $2.20)-(MD. STATE STAMP $1.60)

THIS DEED, Made this 16" day of February, in the year Nineteen hundred and forty-six, by and between Joseph Taylor, single, Jacob Levine and Rae L. Levine, his wife, of Baltimore City, Maryland, of the first part, and Michael Potee and Agnes Potee, his wife of Anne Arundel County, Maryland, of the second part,

WITNESSETH, That for and in consideration of the sum of ten ($10.00) dollars and other good and valuable considerations, paid by the parties of the second part to the parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the parties of the second part, as tenants by entireties thereof, their heirs and assigns, in fee simple, the following described property, to wit:

Filed 11 Sept., 1951

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. 60 on "Baldwin's Plat of Odenton" recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604, and described as follows:

BEGINNING for the same at the intersection of a line drawn through the center of Third Avenue and a line drawn through the center of Baldwin Street, as same are laid off on said plat, and running thence through the center of Third Avenue North 73 3/4 degrees West 208.71 feet, thence South 15 ¼ degrees West 208.71 feet, thence South 73 3/4 degrees East 208.71 feet to the center of Baldwin Street and thence along the center of Baldwin Street North 16 ¼ degrees East to the place of beginning; containing one acre of land, more or less, subject, however, to use in common with others of the street and avenue binding thereon.

BEING the same property conveyed to the parties of the first part by Lillian E. Waters and husband, by deed dated May 2, 1941, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 234, folio 359.

PETITIONERS' EXHIBIT NO. 2

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

TO HAVE AND TO HOLD said land and premises hereby intended to be conveyed, unto and to the proper use and benefit of the parties of the second part, as tenants by entireties thereof, their heirs and assigns, in fee simple.

AND the parties of the first part hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the parties of the first part.

Test: Joseph Taylor (SEAL)

Myrtle Sturm Jacob Levine (SEAL)

Rae L. Levine (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16 day of February, in the year Nineteen hundred forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph Taylor, single, Jacob Levine and Rae L. Levine, his wife, and they acknowledged the aforegoing deed to be their act.

AS WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) Myrtle Sturm, Notary Public

Recorded -16th February 1946, at 11:45 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 349, folio 381, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of September A.D., 1951.

John H. Hopkins, 3d Clerk

PETITIONERS' EXHIBIT NO. 3

THIS AGREEMENT AND ASSIGNMENT, made this 1st day of June 1951, between LIBERA MARIA BONSANTO POTEE and SALVATORE POTEE, by MICHELE DELL'AQUILA, their next friend and attorney in fact, parties of the First Part and CORNELIA W. POTEE, party of the Second Part and MARVIN I. ABDERSON and LOUIS M. STRAUSS, Receivers and Administrators of Michael Potee, late of Anne Arundel County, Maryland, deceased:

WHEREAS Libera Maria Bonsanto Potee was married to the late Michael Potee on January 4, 1914, in the town of Vico del Gargano, Province of Foggia, Italy, and a son, Salvatore Potee was born of said marriage on February 25, 1915 in said City, Province and Country. That shortly prior to the birth of Salvatore Potee his father, the late Michael Potee, emigrated to the United States of America on December 12, 1914, and came to live in the State of Maryland and particularly Odenton, Anne Arundel County, where he resided until his death on May 18, 1950; and

Filed 11 Sept. 1951

WHEREAS the said Michael Potee took up his residence at Odenton, Anne Arundel County, Maryland, and on or about October 14, 1922, entered into an alleged marriage ceremony with Agnes M. Turner by whom he had three (3) children namely Russell Potee, Charles M. Potee and John R. Potee; that said Agnes M. Turner died in the year 1947; and

WHEREAS the said Michael Potee again entered into an alleged marriage ceremony with Cornelia E. Seward (herein called Cornelia E. Potee) at Odenton, Anne Arundel County, Maryland, on January 31, 1948, and one (1) child namely Filini Potee was born of said marriage; and

WHEREAS the said Michael Potee died intestate on May 18, 1950, at Odenton, Anne Arundel County, Maryland; and

WHEREAS Marvin I. Anderson, Esq., and Louis M. Strauss, Esq., were on July 7, 1950, appointed Receivers of the property of the said late Michael Potee by the Circuit Court for Anne Arundel County, and on October 10, 1950, said Marvin I. Anderson

PETITIONERS' EXHIBIT NO. 3

Esq., and Louis M. Strauss, Esq. were granted Letters of Administration upon the Estate of the said late Michael Potee by the Orphans' Court for Anne Arundel County; and

WHEREAS on December 6, 1950, the said Libera Maria Bonsanto Potee and Salvatore Potee filed their Bill of Complaint in the Circuit Court for Anne Arundel County, in Equity, to enjoin the sale of the property of the said Michael Potee, decea sed, and for other relief and at the same time said Libera Maria Bonsanto Potee and Salvatore Potee filed their claims as widow and sole lawful surviving child of Michael Potee in the Orphans' Court for Anne Arundel County. That subsequently the said Cornelia E. Potee filed her Answer to said claims and issues were framed and transmitted by the Orphans' Court for Anne Arundel County to the Circuit Court for Anne Arundel County for trial by a jury, which issues were to determine whether Libera Maria Bonsanto Potee was the legal surviving widow of the late Michael Potee and whether Salvatore Potee was the lawful child of the said Michael Potee, and

WHEREAS counsel for the respective parties after extensive negotiations agreed to resolve the dispute between them and entered into a Stipulation, a copy of which is attached hereto as part hereof representing the disposition of the aforesaid issues for and in consideration of the following agreement between them, and

WHEREAS under the laws of Maryland the parties to this agreement are advised that the presumption of law respecting the marriage of the said Michael Potee and the said Agnes M. Turner, and the subsequent marriage after the death of Agnes M. Turner of the said Michael Potee and the said Cornelia E. Seward were and are lawful marriages.

NOW THEREFORE in consideration of the sum of Five Dollars ($5.00) in hand paid by each of the parties hereto to the others and for other good and valuable considerations they and each of

them hereby mutually covenant and agree as follows:

1. That the said parties hereto do hereby assent to, conform and adopt the terms and provisilns of the Stipulation hereto annexed and agree to the findings upon the issues now pending in the Circuit Court for Anne Arundel County, pursuant to said Stipulation.

2. That the said parties hereto do hereby expressly assent to and direct the administration and distribution of the Estate of the late Michael Potee, who died intestate, pursuant to the laws of descent and distribution of the State of Maryland, and in that connection do hereby expressly agree that one-third of the Estate of the late Michael Potee shall be distributed to Cornelia E. Potee as his surviving widow and the remaining two-thirds of said Estate of the late Michael Potee shall be divided equally between Salvatore Potee, Russell Potee. Char·es M. Potee, John R. Potee and Filini Potee, being all the children of the said late Michael Potee; and the said parties hereto hereby agree that they will contend for, maintain and support such distribution of said Estate.

3. That the said parties hereto will take such actions as will effectually accomplish the aforesaid distribution; it being understood and agreedthat the distributive share payable to Salvatore Potee will be paid to Michele Dell'Aquila as his next friend and attorney in fact.

4. That the said ~~Charles~~ Cornelia E. Potee hereby agrees to pay unto Libera Maria Bonsanto Potee ten per-cent of any and all monies to which the said Cornelia E. Potee was, is and shall be entitled to receive and receive or received as the lawful widow of the said Michael Potee, deceased, and the parties hereto agree that this provision of this instrument shall operate as and be an assignment by the said Cornelia E. Potee to the said Libera Maria Bonsanto Potee of said ten per-cent of the share received and to be received by the said Cornelia E. Potee out of and from the Estate of the said Michael Potee and that said Receivers and Administrators

shall give full force and effect to this provision accordingly; it being understood and agreed by and between the parties hereto that said share or sums so payable as aforesaid to Libera Maria Bonsanto Potee shall be paid to Michele Dell'Aquila as her next friend and attorney in fact.

5. That the said parties hereto do hereby covenant and agree to execute any other and further instruments as shall be necessary to effectuate the terms of this agreement and assignment and they and each of them will execute such releases for or on account of the Estate of Michael Potee so distributed whether the same shall be distributed by the Receivers or the Administrators; it being understood that any releases or instruments required to be executed by Libera Maria Bonsanto Potee and Salvatore Potee shall be executed by Michele Dell'Aquila as their nextfriend and attorney in fact.

6. It is the intention of the parties hereto with full knowledge of all the facts and circumstances to hereby make the choice, acquiescence and do the acts as herein expressed.

IN WITNESS WHEREOF the First Parties by Michele Dell'Aquila, their next friend and attorney in fact, and the other parties hereto by their own signatures, have hereunto subscribed their names and affixed their seals the day and year first above written.

WITNESS:

Libera Maria Bonsanto Potee
by Michele Dell'Aquila, her next friend
and Attorney in fact (SEAL)

Isidor Roman

Salvatore Poti, by Michele Dell'Aquila,
his next friend and attorney in fact
(SEAL)

Salvatore Potee, by Michele Dell'Aquila,
his next friend and attorney in fact.

FIRST PARTIES

Linwood L. Clark

Cornelia E. Potee, (SEAL)
Cornelia E. Potee,

SECOND PART.

MARVIN I. ANDERSON (SEAL)
Marvin I. Anderson

LOUIS M. STRAUSS (SEAL)
Louis M. Strauss,

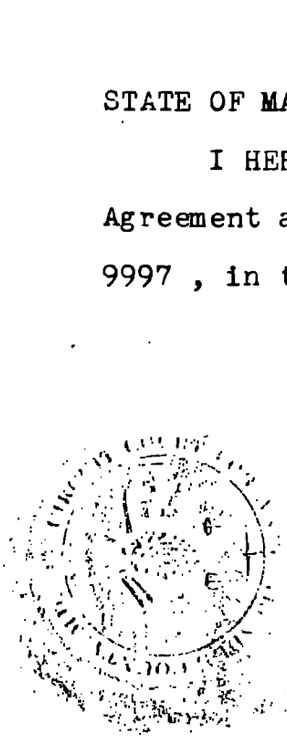
Receivers and Administrators,
of Michael Potee, deceased.

THIRD PARTIES.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing is a true copy of Agreement and Assignment filed July 6, 1951 in Equity case No. 9997 , in the Circuit Court for AnneArundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 29th day of August, A. D., 1951.



John N. Hopkins, 3d CLERK

LIBER 74 PAGE 537

PETITIONERS EXHIBIT NO. 4

ANDREW E. SEARS	:	No. 9997 EQUITY
	:	IN THE
VS	:	CIRCUIT COURT FOR
CORNELIA E. POTEE, et al	:	ANNE ARUNDEL COUNTY

PETITION OF GUARDIAN AD LITEM FOR AUTHORIZATION TO CONSENT TO AGREEMENT AND ASSIGNMENT BETWEEN LIBERA MARIA BONSANTO POTEE and SALVATORE POTEE,

by MICHELE DELL'AQUILA, their next friend and attorney in fact and CORNELIA E. POTEE and MARVIN I. ANDERSON and LOUIS M. STRAUSS, RECEIVERS and ADMINISTRATORS OF MICHAEL POTEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Virginia Hall, Guardian Ad Litem of John R. Potee and Filini Potee infants, respectfully represent:

1. That it has been proposed that the attached Agreement and Assignment be entered into in settlement of the claims of the alleged widow and son of the late Michael Potee.

2. That your Petitioner believes that said Agreement and Assignment is to the best interest and advantage of the infants but that she is unable to consent thereto without the direction of this Honorable Court.

Wherefore your Petitioner prays the Court to pass an order authorizing and directing the Guardian Ad Litem to enter into said Agreement.

Virginia Hall,

Guardian Ad Litem

Filed 1 June, 1951

ORDER OF COURT

Ordered this 6th day of July, 1951, by the Circuit Court for Anne Arundel County that Virginia Hall, the Guardian Ad Litem heretofore appointed in this case, be and she is hereby authorized to consent to the said Agreement and Assignment it being to the best interest and advantage of said infants.

Benjamin Michaelson,

Judge.

Filed 11 Sept. 1951

PETITIONERS' EXHIBIT NO. 4.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I hereby certify, that the aforegoing is a true copy of Guardian Ad Litem filed in Equity case No. 9997, July 6, 1951, in the Circuit Court for Anne Arundel County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the Seal of the Circuit Cour t for Anne Arundel County, this 29th day of August, A.D. 1951.

John H. Hopkins, 3d Clerk.

LIBER 74 PAGE 539

PETITIONERS' EXHIBIT, O. 5

LIBERA MARIA BONSANTO POTEE AND SALVATORE POTEE, by Michele Dell'Aquila, their next friend and attorney in faot	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	
MARVIN I. ANDERSON AND LOUIS STRAUSS, Admrs. and CORNELIA E. POTEE	*	LAW #2713

*

****

STIPULATIONS

Counsel in this case, with the approval of their respective clients, the parties hereto, after reviewing the facts and applicable law, stipulate as follows:

1. That the a ffidavits of removal in this case shall be denied by the Court.

2. That when this case is called for trial, testimony shall first be offered by Cornelia E. Potee to prove a prima faoie case that she and Michael Potee were lawfully married at Odenton, Maryland, January 31, 1948. The plaintiffs in this case, Libera Maria Bonsanto Potee and Salvatore Potee, her son, will offer no rebuttal testimony.

3. That the adverse party plaintiff, Libera Maria Bonsanto Potee, for the above reasons, will not attempt to rebut the presumption that said Michael Potee was lawfully married to the said Cornelia E. Potee at the time of his death, and that said plaintiff will consent to a verdict for the defendants on Issue No. 1, and the answer to Issue No. 1 shall be NO.

4. That the word "the" in the first line of Issue No. 2 shall be stricken out and the letter "a" be substituted, making same read "a surviving child instead of the surviving child".

5. That the adverse party plaintiff, Salvatore Potee, will not attempt to rebut the presumption that Michael Potee was lawfully married to the said Cornelia E. Potee, but that he was a lawful child of said Michael Potee and entitled to share in his estate with four other children of Michael Potee who survived him, and that the defendants will consent to a verdict for the plaintiff, Salvatore Potee, on Issue No. 2, and the answer to Issue No. 2 shall be YES.

Approved:

Michele Dell'Aquila
Michele Dell'Aquila

Isidor Roman
Isidor Roman, Attorney for plfs.

Linwood L. Clark
Linwood L. Clark, Attorney for defendants

TRUE COPY.

TEST: Albert S. Hopkins 3rd
Clerk

PETITIONERS' EXHIBIT NO. 5

Filed 11 Sept., 1951.

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PETITIONERS' EXHIBIT NO. 6 LIBER 74 PAGE 540

LIBERA MARIA BONSANTO POTEE
AND SALVATORE POTEE
By Michele Dell'Aquila, their
next friend and attorney in fact
VS.
MARVIN I. ANDERSON
AND LOUIS STRAUSS, Administrators
AND CORNELIA E. POTEE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

LAW #2713

****

FINDINGS ON ISSUES

The issues transmitted by the Orphans Court to the Circuit Court for trial by a jury coming on for hearing, and by agreement of parties filed in the case, said issues were submitted to the Court for trial without a jury, testimony was taken, supporting documents were filed, Counsel for the parties were heard, and the proceedings and evidence having been fully considered by the Court, the following answers to the issues are recorded, this 19th day of July, 1951:

Issue 1 - Is the petitioner represented in these proceedings as Libera Maria Bonsanto Potee the legal surviving widow of Michael Potee, deceased, who died in Anne Arundel County at Odenton, Maryland, on the 18th day of May, 1950?

A. - The verdict of the Court is for the defendants, and the answer is NO.

Issue 2 - Was the said Libera Maria Bonsanto Potee lawfully married to the late Michael Potee on the 4th day of January, 1914, at Vico Del Gargano, Province of Foggia, Italy?

A. - The verdict of the Court is for the plaintiff, Libera Maria Bonsanto Potee, and the answer is YES.

Issue 3 - Is the said Salvatore Potee the surviving son of the late Michael Potee and the issue of the said marriage between the said Libera Maria Bonsanto Potee and Michael Potee?

A. - The verdict of the Court is for the plaintiff, Salvatore Potee, and the answer is YES.

S/ BENJAMIN MICHAELSON
Judge

To the Clerk:

You will in conformity with the law and practice certify to the Orphans Court of Anne Arundel County, as above recorded, the answers to the Issues transmitted to this Court for trial.

S/ BENJAMIN MICHAELSON
Judge

TRUE COPY
TEST John H. Hopkins 3rd
Clerk

PETTIONERS' EXHIBIT NO. 6

Filed 11 Sept. 1951

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LIBER 74 PAGE 541

PETITIONERS' EXHIBIT NO. 7

IN THE MATTER OF THE ESTATE OF MICHAEL POTEE, Late of Anne Arundel County, deceased.	*	IN THE ORPHANS COURT FOR ANNE ARUNDEL COUNTY

****

ORDER OF COURT

In conformity with the certified findings on the issues of facts raised by the pleadings and submitted by this Court to the Circuit Court for Anne Arundel County for trial, it is, this 31st day of July, 1951, hereby ORDERED, ADJUDGED and DECREED by the Orphans Court of Anne Arundel County, Maryland, that Cornelia E. Potee was the lawful widow of Michael Potee at the time of his death May 18, 1950; and it is further ORDERED and DECREED, this 31st day of July, 1951, that Salvatore Potee is a lawful child of Michael Potee and a former wife, Libera Maria Bonsanto Potee.

Owain E. Owens C.J.

Charles G. Hill A.J.

Weems R. Duvall A.J.

True Copy, Test:

P. Glenn Pruett

Register of Wills for Anne Arundel County

Filed 11-Sept., 1951

PETITIONERS' EXHIBIT NO. 7

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" PETITIONERS' EXHIBIT NO. 8 "

THIS AGREEMENT, made this 1st day of June, 1951 between Russell Potee, party of the first part; and Charles Potee, now in the military service, by Russell Potee, his attorney in fact, and Virginia Hall, guardian of John R. Potee and Felina Potee, Infants, and Libera Maria Bonsanto Potee and Salvatore Potee, by Michael Dell'aquila, their next friend and attorney in fact, and Cornelia E. Potee, parties of the second part, WITNESSETH, THAT:

WHEREAS, Andrew E. Sears obtained a judgment in the Circuit Court for Baltimore County against Michael Potee and Russell Potee on the 19th day of April,1950, for $25,000.00 and on the 20th day of April, 1950, caused to be issued thereon a writ of fi fa directed to the Sheriff of Anne Arundel County, and the Sheriff of Anne Arundel County made a levy on the property of Michael Potee; and

WHEREAS, said Michael Potee died intestate subsequent to said judgment and levy on the property of said Michael Potee; and

WHEREAS, on the petition of Andrew E. Sears, Marvin I. Anderson, Esq., and Louis M. Strauss, Esq., were appointed receivers of the property of Michael Potee; and

WHEREAS, a dispute has arisen between said Russell Potee and said receivers, as to whether his distributive share as heir of Michael Potee should be credited to the estate of Michael Potee for distribution among the other heirs,or on the other hand distributed to him, the said Russell Potee, notwithstanding said judgment; and

WHEREAS, in settlement of said dispute the said Russell POTEE proposes to release or waive all his right, title and interest in said estate of Michael Potee over and above $1,500.00 on condition that all parties in inter st do release, exonerate and forever discharge him from further contributions to or liability under said Sears judgment; and

WHEREAS, said proposal is agreed to by all parties of the

" PETITIONERS' EXHIBIT NO. 8 "

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second part as a just and fitting solution of said dispute;

NOW, THEREFORE, in consideration of the premises and $1.00 in hand paid by each of the parties hereto to the other parties, they and each of them do hereby mutually covenant and agree as follows:

1. That the said receivers and/or Administrators of the estate of Michael Potee, in their report to Court of the receipts and disbursements of the said estate of Michael Potee shall credit said estate with all right, title and interest, or distributive share, of said Ruseell Potee, as a child and heir of said Michael Potee, over and above $1,500.00, in full settlement of his, Russell Potee's, liability under the aforesaid Sears Judgment.

2. That the parties of the second part, being all those persons interested in the collection of said Sears judgment, do hereby release, exonerate and forever discharge said Russell Potee from further contributions to, or liability under, said Sears Judgment.

3. That the said parties hereto will take and perform such actions as will effectively accomplish the settlement of the dispute as hereinbefore recited.

IN WITNESS WHEREOF, the parties hereto, Russell Potee, party of the first part, and Charles Potee by Russell Potee, his attorney in fact, and Virginia Hall, guardian ad litem of John R. Potee and Felina Potee, infants, and Libera Maria Bonsanto Potee and Salvatore Potee, by Michael Dell'aquila, their next friend and attorney in fact, and Cornelia E. Potee, parties of the second part, have subscribed their names and affixed their seals the day and year above written.

WITNESS:

Russell Potee (SEAL)
Russell Potee

Charles Potee

By Russell Potee (SEAL)

_____

Virginia Hall (SEAL)

Virginia Hall, guardian ad litem
for John R. Potee and
Felina Potee, infants

Libera Maria Bonsanto Potee
and
Salvatore Potee

By Michele Dell'aquila, next friend
and attorney in fact for
Libera Maria Bonsanto Potee and
Salvatore Potee.

Cornelia E. Potee (SEAL)
Cornelia E. Potee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY THAT THE AFOREGOING Agreement is a true copy filed July 6th, 1951 in Equity case No. 9997, in the Circuit Court 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 29th day of August, A. D. 1951.

John N. Hopkins, 3d CLERK.

LIBER 74 PAGE 545

PETITIONERS' EXHIBIT NO. 9

ANDREW E. SEARS	:	No. 9997 EQUITY
VS	:	IN THE
	:	CIRCUIT COURT
CORNELIA E. POTEE, et al.	:	FOR
	::::::	ANNE ARUNDEL COUNTY

PETITION OF GUARDIAN AD LITEM FOR AUTHORIZATION TO EXECUTE AGREEMENT BETWEEN RUSSELL POTEE AND OTHERS PERTAINING TO ANY RIGHTS OF SUBROGATION BY REASON OF THE JUDGMENT OF ANDREW E. SEARS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Virginia Hall, Guardian Ad Litem of John R. Potee and Gilini Potee, infants, respectfully represents.

1. That it has been proposed that the attached agreement between Russell Potee and the other heirs and beneficiaries of the Estate of Michael Potee be entered into in settlement of the claims and contentions of the parties by reason of possible rights of subrogation arising out of the judgment obtained by Andrew E. Sears against Michael Potee and Russell Potee.

2. That your petitioner believes that said agreement is to the best interest and advantage of the infants to enable a more prompt settlement of the estate and thereby eliminate further costs and expenses, but that she is unable to consent thereto without the direction of this Honorable Court.

Wherefore your Petitioner prays the Court to pass an order authorizing and directing the Guardian Ad Litem to enter into said agreement.

Virginia Hall,
Guardian Ad Litem.

ORDER OF COURT

ORDERED this 6th day of July, 1951, by the Circuit Court for Anne Arundel County that Virginia Hall, the Guardian Ad Litem heretofore appointed in this case, be and she is hereby authorized to consent to the said Agreement it being to the best interest and advantage of said infants.

Benjamin Michaelson,
Judge.

Filed 11 Sept. 1951

PETITIONERS' EXHIBIT NO. 9

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT

I HEREBY CERTIFY THAT THE AFOREGOING IS A TRUE COPY OF Petition for Guardian Ad Litem, 6 July, 1951, in Equity No. 9997 , in the Circuit Court 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 29th day of August, A. D., 1951.

John R. Hopkins 3d CLERK.

JAMES W. BLACKHURST,	:	IN
ASSIGNEE,	:	THE CIRCUIT COURT
VS.	:	FOR
MICHAEL POTEE, ET AL.	:	ANNE ARUNDEL COUNTY
	:	No. 10,086 Equity

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

TESTIMONY IN OPEN COURT

September 21, 1951

Before Hon. Benjamin Michaelson, Associate Judge.

Mr. Ginsberg, Solicitor for Plaintiff.

Mrs. Katharine H. McCutchan, Court Stenographer.

Filed Sept. 21, 1951

Witnesses:

James W. Blackhurst, pages 2, 3, 5, 6.

R. Glenn Prout, pages 3, 4.

John H. Hopkins, 3rd. pages 5, 6.

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James W. Blackhurst, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. Will you give your name?

A. James W. Blackhurst.

2. You are a member of the Bar?

A. Yes.

3. Practicing in Anne Arundel County?

A. That's correct.

4. How long have you been a member of the Bar?

A. Since 1945.

5. Did you have occasion in the course of your practice to institute a proceedings for foreclosure in a case known as James W. Blackhurst, Assignee, vs. Michael Potee, et al., No. 10,086 Equity?

A. I did.

6. In that proceeding there was an order passed on the 12th day of January, 1951 whereby you were ordered to sell certain property. Will you tell his Honor just what was done at that time, whether deeds were made as a result of that proceeding?

A. The sale was made in accordance with the Court order and I believe that sale, if my memory is correct, was on February 17th.

7. Did you report the sale to the Court?

A. The sale was reported and ratified. I received the funds; the deed was made by the assignee to the purchasers at the foreclosure sale.

8. You made a deed on the 10th day of April 1951 to Charles L. Ball, Jr. and Lois Long Ball, his wife; they were the purchasers?

A. That's correct.

9. The deed was recorded in J.H.H. 618, page 4 and the pages that follow, is that correct?

A. That's correct.

10. Since that deed was made Mr. and Mrs. Charles L. Ball have made arrangements to sell Lot No. 60, which is a part of the land ~~in~~ which you sold to them, is that correct?

A. That's correct.

11. You have had certain discussions with Mr. George B. Woelfel who is the attorney for the purchasers, is that correct?

A. That is correct.

12. Will you tell his Honor just what has arisen as a result of the attempt to sell Lot No. 60?

A. Mr. Woelfel requested the Maryland Title Company to make a title examination of the property that the Balls purchased at the mortgage foreclosure sale; the preliminary report of the title company stated in effect that they believed that a quit claim deed should be obtained from Libera Maria Bonsanto Potee.

13. Who is she?

A. She is a woman who at one time claimed to be the surviving widow of Michael Potee. They also thought that quit claim deeds should be obtained from Russell Potee, Charles Potee and John Arthur Potee. They were the children of Michael Potee and Agnes Turner, Agnes having died October 26, 1946.

14. I show you this letter from the Maryland Title Company to George B. Woelfel, Esquire, dated August 24, 1951, is that the letter you are referring to?

A. This is the letter I am referring to and Mr. Woelfel has given me a copy of it.

(COPY OF LETTER MARKED PLAINTIFF'S EXHIBIT 1 AND FILED HEREWITH)

****

Richard Glenn Prout, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. State your full name?

A. Richard Glenn Prout.

2. You are the Register of Will for Anne Arundel County?

A. Yes sir.

3. It is your duty to have custody of all the papers pertaining to the administration of estates of people who have died in this County?

A. Yes.

4. Do you have with you the papers pertaining to the estate of Michael Potee?

A. I have.

5. Are these the papers?

A. They are.

6. The estate is No. 7894 in the Orphans Court of Anne Arundel County?

A. That's right.

7. I show you a folder here containing all the papers in that estate-are these each and every one of the proceedings that have been taken in the estate of Michael Potee?

A. These are all of the papers that we have in the estate of Michael Potee.

8. Down to the present time?

A. Yes sir.

(No. 7894 ORPHANS COURT OF ANNE ARUNDEL COUNTY MARKED PLAINTIFF'S EX.2 AND FILED HEREWITH)

****

John H. Hopkins, 3rd, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. State your full name.

A. John H. Hopkins, 3rd.

2. You are the Clerk of the Circuit Court for Anne Arundel County?

A. Yes.

3. As Clerk of the Court it is your duty to receive in your custody all papers filed in all law and equity cases in this County?

A. That's correct.

4. I show you a folder No. 9997 Equity, entitled Andrew E. Sears vs. Cornelia Potee, et al. Are these all the papers and proceedings in that case.

A. They are.

(NO. 9997 EQUITY, PIERCE VE. POTEE, MARKED PLAINTIFF'S EX. 3 AND FILED HEREWITH)

5. I show you a folder No. 2713 Law, in a case entitled Libera Maria Bonsanto Potee vs Cornelia Potee, et al. Are these all the papers in that case?

A. They are.

(NO. 2713 LAW, POTEE VS. POTEE, MARKED PLAINTIFF'S EX. 4 AND FILED HEREWITH)

6. I show you a folder No. 10,086 Equity, entitled James W. Blackhurst, Assignee, vs. Michael Potee, et al. Are these all the papers and proceedings in that case?

A. They are.

(NO. 10,086 EQUITY, BLACKHURST VS. POTEE, MARKED PLAINTIFF'S EX. 5 AND FILED HEREWITH)

7. I show you a Land Record, which is known as J.H.H. No. 618, and especially at page 4, which is a deed dated 10th day of April 1951 from James W. Blackhurst, Assignee, to Charles L. Ball, Jr. and Lois L. Ball, his wife. Is that one of the Land Records which is in your custody?

A. It is.

8. And an official Land Record in this County?

A. It is.

PLAINTIFF'S
(DEED OFFERED IN EVIDENCE AS/EXHIBIT 6 AND FILED HEREWITH)

9. This deed was recorded 11th day of April 1951 at 2 o'clock?

A. That's correct.

****

James W. Blackhurst, a witness of lawful age, after being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. From the examination of the Land Records where you find a deed dated 10th day of April, 1951 from James W. Blackhurst, Assignee, to Charles L. Ball, Jr. and Lois Long Ball, his wife, is Charles L. Ball, Jr. and Charles L. Ball one and the same person?

A. Yes.

COURT: THAT IS THE SAME CHARLES L. BALL THAT HAS BEEN NAMED ALL THROUGH THESE PROCEEDINGS?

WITNESS: YES SIR AND IT IS THE SAME CHARLES L. BALL WHO IS ONE OF THE PETITIONERS IN THIS PROCEEDING BEFORE THE COURT.

COURT: HOW DID IT HAPPEN THAT HE WAS DESIGNATED "JR." WHEN IT CAME TO THE DEED?

WITNESS: POSSIBLE IT SHOULD HAVE BEEN "JR." IN THE PETITION. THE MISTAKE WAS MADE WHEN THE PETITION WAS DRAWN AND "JR." WAS LEFT OUT.

****

K.H.McC. $10.00

 August 24, 1951

Application No. 108,787

George B. Woelfel, Esq.
9-11 Shool Street
Annapolis, Maryland

Dear Mr. Woelfel:

We have completed our examination of the fee simple title to all that lot of ground situate in the Fourth Election District of Anne Arundel County in the State of Maryland, being known as Lot No. 60 on Baldwin's Plat of
Odenton, saving and excepting so much thereof as was conveyed by Michael Potee to Russell Thomas Potee and wife by deed dated August 18, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 426, folio 26, and we find the same to be good and marketable, except as hereinafter set forth, as vested in Charles L. Ball, Hr. and Lois Long Ball, his wife, as tenants by the entireties.

We have examined the various legal proceedings in the Orphans Court and Circuit Court of Anne Arundel County relative to the claim of Libera Maria Bonsanto Potee and Salvatore Potee, and it is our opinion that in order to pass a marketable title, adeed should be obtained from Libera Maria Bonsanto Potee of all of her right title and interest in and to said property as well as a Deed from Russell Potee, Charles Potee, and John Potee (the children of Agnes Potee who died October 26, 1946) of all of their right, title, and interest therein."

This property is subject to the legal operation and effect of a mortgage from Charles L. Ball, Jr. and wife to County Trust Company of Maryland, dated April 10, 195. and recored among the Land Records of Anne Arundel County in Liber J.H.H. No. 618, folio 7, made to secure the sum of $53,600.

It may be possible that the improvemints on the properyt have been started or completed within the last six months. Our policy of insurance does not guarantee against mechanics' liens that are not of record at the time of settlement of this transaction.

Inquiry should be made as to whether any fo the improvements in the propery, such as heating plant, lighting fixtures, electric refrigerator, etc., are subject to chattel mortgages or conditional contracts of sale, as our ploicy does not guarantee title to chattels.

State and Anne Arundel County taxes for the year 1951 are paid in the amount of $142.31.

Our policy of insurance will except the legal operation and effect of the following:

1. Any and all Anne Arundel County zoning regulations.

2. Deed from George Thomas Beasley, widower to County Commissioners of Anne Arundel County, datef July 31, 1922 and recorded among the land Records of Anne Arundel in Liber W.N.W. No. 159, folio 172, granting tothe latter in fee simple Third Avenue 30 feet wide, for the use as a public road.

3. Agreement between Michael Potee and wife, and Consolidated Gas Electric Light and Power Company of Baltimore, dated June 5, 1946 and recorded among the Land Records aforesaid in Liber J.H.H. No. 388, folio 7127, granting to the latter the right to construct, operate, and maintain a ploe line including the necessary appurtenances, etc.

4. Deed from Mary P. Myers and husband, at al, to the State of Maryland to the use of the State Roads Commission, dated March 31, 1938 and recorded amomg the Land Records aforesaid in Liber F.A.M. No. 180 folio 24, granting a highway known as "Approaches to Grade Doimination at Odenton". We have in our files the State Roads Commisson plat showing the portion of the propertytaken by this deed, which we will be pleased to show you upon request.

Nor will our said policy guarantee against the rights of others to use so much of said property as lies in the bed of Baldwin Ave.

"Upon receipt of the deed or deeds conveying the possble outstanding interests hereinbefore referred to this matter will be ready for settlement at the convenience of the parties upon twenty-four hours' notice at our Settlement Department. "

Very truly yours,

/s/ Robert B. Kelm
Examiner

RBK:cd

JAMES W. BLACKHURST,	:	IN
ASSIGNEE,	:	THE CIRCUIT COURT
VS.	:	FOR
MICHAEL POTEE, ET AL.	:	ANNE ARUNDEL COUNTY
	:::	No. 10,086 Equity

::

DECREE ON PETITION FOR DECLARATORY RELIEF

Filed Sept. 24 1951

The above entitled cause coming on to be heard on the Petition of Charles L. Ball, Jr. and Lois Long Ball, his wife, for a Declaratory Decree, the papers were read and considered and testimony was taken in open Court.

It is thereupon this 24th day of September, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

1. That as a result of the proceedings which have been taken in this cause, Equity No. 10,086; in the case of Andrew E. Sears vs. Cornelia Potee, et al., Equity No. 9997; in the case of Libera Maria Bonsanto Potee, et al. vs. Marvin I. Anderson, et al. Law No. 2713; in the Estate of Michael Potee, late of Anne Arundel County, deceased, in the Orphans' Court for Anne Arundel County, the papers in all of which cases and proceedings have been offered in evidence in this Petition for a Declaratory Decree, title to all the land sold by James W. Blackhurst, Assignee, in accordance with the order of this Court of January 12, 1951, passed in this cause, and in accordance with the Deed dated the 10th day of April, 1951, from James W. Blackhurst, Assignee, as grantor, to Charles L. Ball, Jr. and Lois Long Ball, his wife, as grantees, (said Deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 618, folio 4, etc.) a good and merchantable title is now in Charles L. Ball, Jr. and Lois Long Ball, his wife.

2. That title to all the land sold by James W. Blackhurst, Assignee, in accordance with the Order of this Court of January 12, 1951, passed in this cause, is in the said Charles L. Ball, Jr. and Lois Long Ball, his wife, free, clear and discharged of the rights of Libera Maria Bonsanto Potee, Russell Potee, Charles M. Potee and John R. Potee.

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3. That the said Charles L. Ball, Jr. and Lois Long Ball, his wife, as a result of the proceedings which have been taken in this cause, Equity No. 10,086; in the case of Andrew E. Sears vs. Cornelia Potee, et al., Equity No. 9997; in the case of Libera Maria Bonsanto Potee, et al. vs. Marvin I. Anderson, et al. Law No. 2713; in the Estate of Michael Potee, late of Anne Arundel County, deceased, in the Orphans' Court for Anne Arundel County, can pass a good and merchantable title to all the land or any portion of the land sold to them by James W. Blackhurst, Assignee, in accordance with the Order of this Court of January 12, 1951, passed in this cause, and the Deed aforesaid.

Benjamin Michaelson
Judge

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JAMES W. BLACKHURST, Assignee. VS. MICHAEL POTEE, and CORNELIA POTEE, his wife.	:	NO. 10,086 EQUITY

:::::::

ORDER REFERRING CASE TO AUDITOR

Filed 13 March, 1952.

It is this thirteenth day of March, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, on the court's own motion, ADJUDGED and ORDERED that this case be, and the same is hereby, referred to the auditor for the statement of a second and final account, wherein she shall charge the assignee with the ten thousand two hundred ninety-nine and 67/100ths dollars ($10,299.67), which, in the first account, was audited to him to take care of the dower of Libera Maria Bonsanto Potee, in case she established that she was the said Michael Potee's lawful widow, and, after crediting him with any proper expenses and costs incurred since the filing of said first account, she shall (1) audit to Andrew E. Sears such an amount as may be necessary to pay the balance due on his judgment against said Michael Potee and Russell Potee, (2) audit to Matthew S. Evans, as the assignee of the mortgage from Michael Potee and Cornelia Potee to Thomas Andrew and Andrew Kullen, trading as Andrew Vending Company, dated May 1, 1950, the amount due thereon, and then distribute one-third of the balance remaining to Cornelia Potee, as the said Michael Potee's lawful widow, and the remaining two-thirds amongst said Michael Potee's five sons, namely: Russell Potee, Charles N. Potee, John R. Potee, Filini Potee and Salvatore Potee, provided that in distribut-

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ing said two-thirds amongst said five sons, she shall, if necessary, give effect to the agreement of the said Russell Potee of June 1, 1951, wherein he relinquished his interest in his father's estate except for fifteen hundred dollars ($1500.00).

And it is further ADJUDGED and ORDERED that nothing herein contained shall preclude any party in interest from excepting to the ratification of the auditor's account herein directed to be stated, and thereby questioning any allowance therein made, it being expressly declared that this court does not, by this order, intend to determine any substantive rights.

Judge.

In the Case of

James W. Blackhurst,
Assignee
vs.
Michael Potee
and
Cornelia Potee, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,086 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, the same being a second and final account.

Filed 9 Apr, 1952

April 8, 1952

All of which is respectfully submitted.

Laura R. Jicklin
Auditor.

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Dr. James W. Blackhurst, Assignee, vs. Michael Potee and Cornelia Potee, his wife in ac.

To Assignee for Court costs, viz: Katharine H. McCutchan - stenographer		10 00		
Auditor - stating this account		22 50		32 50
To Assignee for Expenses, viz: Capital-Gazette Press - order nisi on this account		6 00		6 00
To Assignee for Claims Filed (Order of 3/13/52), viz:				
(1) Andrew E. Sears - balance due on judgment claim - #1515 Law, #3 Judicials July Term, 1950, #2329 and #2335 Law		523 21		
(2) Matthew S. Evans, Assignee of Mortgage from Michael Potee and Cornelia Potee, his wife, to Andrew Vending Company - in full for mortgage claim		8,520 00		9,043 21
BALANCE FOR DISTRIBUTION - $1,243.71				
Distributed in accordance with Order of 3/13/52, to heirs of Michael Potee, viz:				
To Cornelia Potee, Widow - one-third	$414.57			
Less direct inheritance tax	4.14	410 43		
To Russell Potee, son - two-fifteenths	$165.83			
Less Direct inheritance tax	1.66	164 17		
To Charles N. Potee, son - two-fifteenths	$165.83			
Less Direct inheritance tax	1.66	164 17		
To John R. Potee, son - two-fifteenths	$165.83			
Less Direct inheritance tax	1.66	164 17		
To Filini Potee, son - two-fifteenths	$165.83			
Less Direct inheritance tax	1.66	164 17		
To Salvatore Potee, son - two-fifteenths	$165.82			
Less Direct inheritance tax	1.66	164 16		
To R. Glenn Prout, Register of Wills - total direct onheritance tax		12 44		1,243 71
				10,325 42

with James W. Blackhurst, Assignee Cr.

1951					
July	21	Amount in hands of Assignee held subject to further order of Court, as shown by First Account and Report of Auditor, ratified 7/21/51	10,299	67	
		Interest to 4/1/52	25	75	10,325 42
					10,325 42

LIBER 74 PAGE 562

ORDER NISI

James W. Blackhurst,
Assignee
VERSUS
Michael Potee
and
Cornelia Potee, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,086 Equity.

ORDERED, This 9 day of April, 1952, That the SECOND AND FINAL ~~Report and Account of the~~ Auditor, filed this day in the above entitled cause, 61

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 19 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of May next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of May, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. 63

Benjamin Michaelson, Judge.

Filed 20 May, 1952. Filed 9 Apr., 1952.

FICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1952

We hereby certify, that the annexed Order Nisi Auditors Account - Equity 10,086 Michael Potee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of May, 1952. The first insertion being made the 17th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson 62

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,086 Equity
JAMES W. BLACKHURST, Assignee
Vs.
MICHAEL POTEE and CORNELIA POTEE, his wife.

Ordered, this 9th day of April, 1952, That the SECOND AND FINAL Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 19th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.

Filed 20 May, 1952.

No. MG 7124
34

NO. 10,193 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

STEVEN J. EVERD and
MARGARET EVERD, his wife
Green Haven
Pasadena, Maryland

VS.

ELSIE STIGLER
600 North Calvert Street
Baltimore, Maryland

ASHBY LEWIS
600 North Calvert Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as a lot of ground measuring approximately 70 feet by 100 feet, and improvements, situate at Dividing Creek, Third Election District, Anne Arundel County, Maryland

---

LEONARD W. ROSS and
DOROTHY VIRGINIA ROSS, his wife
RFD 2, Box 427
Annapolis, Maryland

FARMERS NATIONAL BANK OF ANNAPOLIS, MARYLAND
Church Circle and West Street
Annapolis, Maryland

AND all persons having or claiming to have any interest in the property known as Lot No. 2, containing 0.33 acres, and improvements, situate at St. Margarets, Third Election District, Anne Arundel County, Maryland, and more particularly described herein

---

THE SUNSET BEACH DEVELOPMENT COMPANY
6 West Fayette Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots Nos. 18, 19, 26 and 27, Section 8, as shown on the plat of Sunset Beach, Third Election District, Anne Arundel County, Maryland

---

Filed 2 Apr., 1951

MARY EMMA STOKES
157 Sylvan Avenue
Asbury Park, New Jersey

AND all persons having or claiming to have any interest in the property known as Lot No. 1, Section A; Lots Nos. 1 to 18, inclusive, Section C; Lots Nos. 1 to 15, inclusive, Section D; Lots Nos. 1 to 7, inclusive, Section E; Lots Nos. 13 to 42, inclusive, Section F; Lots Nos. 1 to 9, inclusive, and 14 to 22, inclusive, Section B, and improvements; Lots Nos. 8 to 13, inclusive, Section E; Lots Nos. 9 to 12, inclusive, and Lots Nos. 5 to 8, inclusive, Section F; Lots Nos. 1 to 4, inclusive, Section F; Lots Nos. 11 to 14, inclusive, Section G; as shown on the plat of Sabrina Park, Third Election District, Anne Arundel County, Maryland

---

OSCAR LEE SWILLEY and
VIOLA I. SWILLEY, his wife
1843 South Hanover Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as a tract of land containing 5.29 acres, more or less, on the northwest side of Lake Shore Drive, Lake Shore, Third Election District, Anne Arundel County, Maryland, and more particularly described herein

---

CENTURY DUNBRIK-DUNSTONE CORPORATION
Old Telegraph Road
Odenton, Maryland

A. H. GRAHAM and
I. DALE SNODGRASS, TRUSTEES OF
RECONSTRUCTION FINANCE CORPORATION
811 Vermont Avenue, N. W.
Washington, D. C.

STATE OF MARYLAND
c/o Hall Hammond, Attorney General
1901 Mathieson Building
Baltimore, 2, Maryland

A. P. WOODSON COMPANY
1313 H Street, N. W.
Washington, D. C.

CONTEE SAND & GRAVEL COMPANY, INC.
Laurel, Maryland

VINCENT J. O'MALLEY and
NATHANIEL SEXTON, co-partners t/a
THE O'MALLEY-SEXTON COMPANY
Relay, 27, Maryland

AND all persons having or claiming to have

any interest in the property known as a tract of land containing 5 acres, more or less, and improvements, situate on the northwest side of Telegraph Road, near Odenton, Fourth Election District, Anne Arundel County, Maryland, and more particularly described herein

:::::::

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That on or about the 10th day of October, 1949, the certificates of tax sale attached hereto and marked "Complainants' Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of taxes for the State of Maryland and Anne Arundel County, to them, which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is described as follows:

A. Certificate No. 1459: All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

Beginning for the same at a stake driven at the mean tide water of Dividing Creek, and running from thence along the northern boundary of Samuel Langville's land, the following courses and distances: south 81 degrees west 102 feet to a stake; thence north 19 degrees 35 minutes west 67.25 feet to a stake marked "A"; thence north 79 degrees 30 minutes east 10 feet to a stake marked "B"; thence continuing said course, north 79 degrees 30 minutes east 105 feet to the shore of Dividing Creek; thence along said creek in a straight line 69 feet to the place of beginning. Also a right of way to said property described as follows: Beginning at a stake marked "B" and running from thence north 20 degrees 45 minutes west 36 feet to the center of the road leading from Jones Station to the public wharf on Dividing Creek; thence along the center of said road, south 78 degrees west 10 feet; thence leaving the said road and running south 20 degrees 45 minutes east 35 feet to a stake marked "A"; thence along the third line of the property first above described, north 79 degrees 30 minutes east

10 feet to a stake marked "B"; and from thence to the place of beginning.

And being the same property which was conveyed to the said Elsie Stigler and Ashby Lewis, as joint tenants, and not as tenants in common, by Ruth R. Scarborough, single, by deed dated August 30, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 551; and assessed on the date of the collector's sale to Elsie Stigler and Ashby Lewis, whose last known address was 600 North Calvert Street, Baltimore, Maryland. The amount due on the day of sale was $39.44.

B. Certificate No. 1458: All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, containing 0.33 acres of land, more or less, and being designated as Lot No. 2 on the plat made by J. Carson Boush, Surveyor, June 26, 1923, said plat recorded among the Land Records of Anne Arundel County with the deed from Charles Fleetwood to Elsie Smith dated August 18, 1923, and recorded in Liber W.N.W. No. 80, folio 108, said lot having a frontage of 80 feet on a road 10 feet wide, as shown on said plat, and extending back 204.5 feet with the use thereof in common; and being the same property which was conveyed to Leonard W. Ross and Dorothy Virginia Ross, his wife, by Elsie Smith by deed dated July 2, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 416, folio 170; and being the same property which was conveyed to the Farmers National Bank of Annapolis, Maryland, by mortgage dated July 2, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 416, folio 172, which said mortgage is still unreleased; and assessed on the date of the collector's sale to Leonard W. Ross and Dorothy Virginia Ross, his wife, whose last known address was RFD 2, Box 427, Annapolis, Maryland. The amount due on the day of sale was $23.72.

C. Certificate No. 1391: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 18, 19, 26 and 27, in Section 8, as shown on the plat of Sunset Beach, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod U, Plat 1, formerly recorded in Plat Book F.S.R. No. 2, folio 27; and being part of the same property which was conveyed to the Sunset Beach Development Company by Howard M. Pumphrey by deed dated March 2, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 10; and assessed on the date of the collector's sale to the Sunset Beach Development Company, whose last known address was 6 West Fayette Street, Baltimore, Maryland. The amount due on the day of sale was $8.51.

D. Certificate No. 1461: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 1; Section A; Lots Nos. 1 to 18, inclusive, Section C; Lots Nos. 1 to 15, inclusive, Section D; Lots Nos. 1 to 7, inclusive, Section E; Lots Nos. 13 to 42, inclusive, Section F; as shown on the plat of Sabrina Park, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Q; Plat 14, formerly recorded in Plat Book F.S.R. No. 1, folio 43. For title reference, see the following deed to John Garfield Stokes and Mary Emma Stokes, his wife (the said John Garfield Stokes having since departed this life): deed from George W. Pfeffer and wife dated January 29, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 429, folio 305. The above lots of ground were assessed on the date of the collector's sale to Mary E. Stokes, whose last known address was 157 Sylvan Avenue, Asbury Park, New Jersey. The amount due on the day of sale was $103.53.

E. Certificate No. 1460: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1 to 9, inclusive, and 14 to 22, inclusive, Section B; Lots Nos. 8 to 13, inclusive, Section E; Lots Nos. 9 to 12, inclusive, and 5 to 8, inclusive, Section F; Lots Nos. 1 to 4, inclusive, Section F; Lots Nos. 11 to 14, inclusive, Section G; as shown on the plat of Sabrina Park, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Q, Plat 14, formerly recorded in Plat Book F.S.R. No. 1, folio 43. For title reference, see the following deeds to John Garfield Stokes and Mary Emma Stokes, his wife (the said John Garfield Stokes having since departed this life): deed from Margaretta J. Speers dated September 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 316, folio 189; deed from Thomas Harrison Disney and wife dated February 17, 1943, and recorded among the aforesaid Land Records in Liber J.H.H. No. 281, folio 469; deed from Thomas H. Disney dated September 16, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 233, folio 286; deed from Thomas H. Disney dated September 16, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 233, folio 285. All of the above lots of ground were assessed on the date of the collector's sale to John G. Stokes and Mary E. Stokes, his wife, whose last known address was 157 Sylvan Avenue, Asbury Park, New Jersey. The amount due on the day of sale was $81.90.

F. Certificate No. 1463: All that tract of land situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

> Beginning for the same on the northwest side of Lake Shore Drive at the south corner of a 4.797-acre tract of land conveyed by M. J. Swift and Company, Inc., to Arthur Schmidt, and running thence, binding on the southwest outline of said tract of land, north 51 degrees 13 minutes west 1,127.91 feet, more or less, to intersect the southern outline of a 4-acre tract of land conveyed by M. J. Swift and Company, Inc., to B. Nixon; thence running and binding on part of the southern outline

of said tract of land and part of the southern outline of a 4-acre tract of land conveyed by M. J. Swift and Company, Inc., to A. U. Davis, south 80 degrees 41 minutes west 117.39 feet to the northeast corner of a 7-acre tract conveyed by M. J. Swift and Company, Inc., to D. S. Hinebaugh; thence running and binding on the northeast outline of said tract of land, south 40 degrees 57 minutes east 1,201.10 feet, more or less, to the northwest side of Lake Shore Drive; and thence running and binding on the northwest side of Lake Shore Drive, as now located 30 feet wide, north 42 degrees 46 minutes east 302.60 feet to the place of beginning, containing 5.29 acres, more or less, together with a right of way of the present existing 30-foot roads and other proposed roads leading to and from the property herein described, and also the privilege to use the community waterfront and beach laid out at Cockey's Creek in common with other lot owners.

And being the same property which was conveyed to the said Oscar Lee Swilley and Viola I. Swilley, his wife, by M. J. Swift and Company, Incorporated, by deed dated September 14, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 315, folio 313; and assessed on the date of the collector's sale to Oscar L. Swilley and Viola I. Swilley, his wife, whose last known address was No. 1843 South Hanover Street, Baltimore, Maryland. The amount due on the day of sale was $10.24.

G. Certificate No. 1468: All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County and described as follows:

Beginning for the same at a pipe set in the center of the county road, forming the southeastern boundary of the conveyance from Nicholas M. Disney and wife to Isaac Silver by deed dated March 28, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 17, folio 74, and is with meridian now and hereinafter referred to a deed from Sarah Silver, et al., to the Philadelphia, Baltimore and Washington Railroad Company recorded among said Land Records in Liber W.N.W. No. 10, folio 40, south 76 degrees 11 minutes east 100 feet from the center line of the P. B. & W. R. R., as referred to in said deed; thence binding on the lines of said conveyance and paralleling the said center line and with the fifth line of said conveyance reversed, north 13 degrees 49 minutes east 523 feet to a pipe set south 76 degrees 11 minutes east 100 feet from said former center line; thence with the fourth line reversed, north

76 degrees 11 minutes west 10 feet to the end of the third line of said conveyance; thence with said line reversed and paralleling said center line as referred to in said deed, north 13 degrees 49 minutes east 477 feet to a pipe; thence leaving said line and running across the whole tract, south 60 degrees 56 minutes east 449.1 feet to the center of the county road hereinbefore referred to at a point distant south 60 degrees 56 minutes east 19.8 feet from a pipe on the northwest side of said road; thence binding on the center line of said road, the following six courses and distances: south 42 degrees 40 minutes west 132.5 feet; south 38 degrees 19 minutes west 158.4 feet; south 32 degrees 21 minutes west 175.15 feet; south 31 degrees 22 minutes west 173 feet; south 49 degrees 18 minutes west 141.6 feet; and south 44 degrees 9 minutes west 203.35 feet, to the place of beginning, containing five acres of land, more or less.

And being the same property which was conveyed to the Century Dunbrik-Dunstone Corporation by Gregory C. Conliffe, et al., by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, folio 264; and being also the same property which was conveyed to A. H. Graham and I. Dale Snodgrass, Trustees of the Reconstruction Finance Corporation, by deed of trust dated May 1, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, folio 265, which deed of trust is still unreleased. The said State of Maryland, A. P. Woodson Company, Contee Sand and Gravel Company, Inc., respondents herein, being judgment creditors of the said Century Dunbrik-Dunstone Corporation; and the said Vincent J. O'Malley and Nathaniel Sexton, co-partners trading as the O'Malley-Sexton Company, having instituted suit in a case now pending in the Circuit Court of Anne Arundel County against Century Dunbrik-Dunstone Corporation. Said property was assessed on the date of the collector's sale to the Century Dunbrik-Dunstone Corporation, whose last known address was Old Telegraph Road, Odenton, Maryland. The amount due on the day of sale was $203.87.

The said properties as above described are the identical parcels of ground less particularly described in the aforesaid collector's certificates.

THIRD: That according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of said county, the title to said lots is still vested in the names of the parties listed as respondents herein.

FOURTH: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FIFTH: The complainants pray for process directed to the above-named respondents, whose last known addresses are set out with their names after the description of each property. A copy of this bill of complaint has been mailed to each of the aforesaid non-resident respondents at their respective addresses.

SIXTH: The complainants pray for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 10, 1949, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainants under Sections 90J and 90K of Article 81 of the Annotated Code of Maryland.

EIGHTH: The complainants pray the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

county aforesaid, personally appeared STEVEN J. EVERD and MARGARET EVERD, his wife, 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 their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

See Notes

Complainants' Exhibit #1

1459

CERTIFICATE OF TAX SALE

LIBER 74 PAGE 573

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to Steven Everd and Margaret Everd Pasadena at public auction for the sum of 40.00 Dollars and ..... Cents, of which 39.44 Dollars has been paid as a deposit on the property in 3 dist described as 1 Lot 70x100 + Imp. situated at Dividing Creek A A Co Pond

and assessed to Elsie Stigler + Ashby Lewis Stigler

Filed 2 Apr, 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this ..... day OCT 10 1949 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Clatanoff
Notary Public.

My Commission Expires MAY 7 1951

129-557

copy all of these

Complainants' Exhibit No. 1

2

1458

CERTIFICATE OF TAX SALE

LIBER 74 PAGE 574

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to Steven St. Everd & Margaret Everd Pasadena at public auction for the sum of 25.00 Dollars and ..... Cents, of which 2372 Dollars has been paid as a deposit on the property in 3 dist described as Lot 2 + Imp situated St Margarets A.A. Co Md

and assessed to Leonard W. Dorothy Ross

Filed 2 Apr., 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ..., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

JOSEPH H. GRISCOM, Sr.
County Treasurer

Witness my hand and seal Notarial,

William B. Clatanoff
Notary Public.

My Commission Expires MAY 7 1951

Transfs from Elsie Smith 416-170
7-3-47

1291

CERTIFICATE OF TAX SALE

LIBER 74 PAGE 575

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, (County Treasurer) hereby certify that on October OCT 10 1949, I sold to A. J. Ewell & Margaret Ewell Pasadena at public auction for the sum of 9.00 Dollars and ..... Cents, of which 8.51 Dollars has been paid as a deposit on the property in 3 Cls described as Lts 18-19-26-27 Sec 8 as shown on Plat of Sunset Beach A.A.Co. 1914

and assessed to Sunset Beach Development Co

Filed 2 Apr, 1951.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 19.. day of ..... 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 19.., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

461

CERTIFICATE OF TAX SALE

LIBER 74 PAGE 576

I, ..., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to Steven Everd & Margaret Everd Pasadena at public auction for the sum of 104 Dollars and 00 Cents, of which 103.53 Dollars has been paid as a deposit on the property in 3 Dist described as 1 Lot Sec. A. Lots 1 to 18 Inc. Sec. C. Lots 1 to 15 Inc. Sec. D. Lots 1 to 7 Sec. E. Lots 13 to 42 Inc. Sec. F. all as shown on the plat of Sahrina Park Alt. and assessed to Mary E Stokes

JOSEPH H. GRISCOM, Sr.
County Treasurer

Filed 2 Apr, 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this ..... day of OCT 10 1949 19.....

429-305

JOSEPH H. GRISCOM, Collector.
County Treasurer

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ..., Treasurer and Collector of Taxes for Anne Arundel County, and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

JOSEPH H. GRISCOM, Sr.
County Treasurer

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires MAY 7 1951

4

1160

CERTIFICATE OF TAX SALE

LIBER 74 PAGE 577

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October ....., I sold to Steven H. Everd & Margaret Everd Pasadena at public auction for the sum of OCT 10 1949 82.00 Dollars and ..... Cents, of which 81.90 Dollars has been paid as a deposit on the property in 3 dist described as Lots 1 to 9-14 to 22 Sec B + Land and Lots 8-9-10-11-12 13 Sec E and Lot 9-10-11-12 Sec F. Lots 5-6-7-8 Sec F Lots 1-2-3+4 Sec F Lots 11-12-13-14 Sec G as shown on Plat of Sabrina Park and assessed to John G & Mary E. Stokes & Co. Ind

Filed 2 Apr., 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950 a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this ..... day of OCT 10 1949 19.....

233-255 ✓
233-256 ✓
281-469 ✓
316-189 ✓

JOSEPH H. GRISCOM, Sr.
County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct: OCT 10 1949

I hereby certify, that on this ..... day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Clatanoff
Notary Public.

My Commission Expires MAY 7 1951

463

CERTIFICATE OF TAX SALE

LIBER 74 PAGE 578

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to Steven J. Everd & Margaret Everd Pasadena at public auction for the sum of 11 Dollars and 00 Cents, of which 10.24 Dollars has been paid as a deposit on the property in 3 Dist described as 1 Lot or 5.29 Acres, situated at Lake Shore A. A. Co.

and assessed to Oscar L. + Viola I. Smith.

Filed 2 Apr, 1951.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 1949 day of 19

315-313

JOSEPH H. GRISCOM, Sr. County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 10 1949 day of October, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Stotsky
Notary Public.

My Commission Expires MAY 7 1951

315-313

1468

CERTIFICATE OF TAX SALE

LIBER 74 PAGE 579

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to [illegible] & Margaret Ward Davidson at public auction for the sum of [illegible] Dollars and [illegible] Cents, of which [illegible] Dollars has been paid as a deposit on the property in [illegible] District described as [illegible] and assessed to [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 2 Apr. 1951

Witness my hand and seal, this [illegible] day of OCT 10 1949 19[illegible]

[illegible]

JOSEPH H. GRISCOM, Sr. Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this [illegible] day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

406 - 204

[illegible]
Notary Public.

My Commission Expires MAY 7 1951

LIBER 74 PAGE 580

NO. 10,193 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

STEVEN J. EVERD and
MARGARET EVERD, his wife
Green Haven
Pasadena, Maryland

VS.

ELSIE STIGLER
600 North Calvert Street
Baltimore, Maryland

ASHBY LEWIS
600 North Calvert Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as a lot of ground measuring approximately 70 feet by 100 feet, and improvements, situate at Dividing Creek, Third Election District, Anne Arundel County, Maryland

---

LEONARD W. ROSS and
DOROTHY VIRGINIA ROSS, his wife
RFD 2, Box 427
Annapolis, Maryland

FARMERS NATIONAL BANK OF ANNAPOLIS, MARYLAND
Church Circle and West Street
Annapolis, Maryland

AND all persons having or claiming to have any interest in the property known as Lot No. 2, containing 0.33 acres, and improvements, situate at St. Margarets, Third Election District, Anne Arundel County, Maryland, and more particularly described herein

---

THE SUNSET BEACH DEVELOPMENT COMPANY
6 West Fayette Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots Nos. 18, 19, 26 and 27, Section 8, as shown on the plat of Sunset Beach, Third Election District, Anne Arundel County, Maryland

---

Filed 2 Apr., 1951.

3

MARY EMMA STOKES
157 Sylvan Avenue
Asbury Park, New Jersey

AND all persons having or claiming to have any interest in the property known as Lot No. 1, Section A; Lots Nos. 1 to 18, inclusive, Section C; Lots Nos. 1 to 15, inclusive, Section D; Lots Nos. 1 to 7, inclusive, Section E; Lots Nos. 13 to 42, inclusive, Section F; Lots Nos. 1 to 9, inclusive, and 14 to 22, inclusive, Section B, and improvements; Lots Nos. 8 to 13, inclusive, Section E; Lots Nos. 9 to 12, inclusive, and Lots Nos. 5 to 8, inclusive, Section F; Lots Nos. 1 to 4, inclusive, Section F; Lots Nos. 11 to 14, inclusive, Section G; as shown on the plat of Sabrina Park, Third Election District, Anne Arundel County, Maryland

---

OSCAR LEE SWILLEY and
VIOLA I. SWILLEY, his wife
1843 South Hanover Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as a tract of land containing 5.29 acres, more or less, on the northwest side of Lake Shore Drive, Lake Shore, Third Election District, Anne Arundel County, Maryland, and more particularly described herein

---

CENTURY DUNBRIK-DUNSTONE CORPORATION
Old Telegraph Road
Odenton, Maryland

A. H. GRAHAM and
I. DALE SNODGRASS, TRUSTEES OF
RECONSTRUCTION FINANCE CORPORATION
811 Vermont Avenue, N. W.
Washington, D. C.

STATE OF MARYLAND
c/o Hall Hammond, Attorney General
1901 Mathieson Building
Baltimore, 2, Maryland

A. P. WOODSON COMPANY
1313 H Street, N. W.
Washington, D. C.

CONTEE SAND & GRAVEL COMPANY, INC.
Laurel, Maryland

VINCENT J. O'MALLEY and
NATHANIEL SEXTON, co-partners t/a
THE O'MALLEY-SEXTON COMPANY
Relay, 27, Maryland

AND all persons having or claiming to have

any interest in the property known as a tract of land containing 5 acres, more or less, and improvements, situate on the northwest side of Telegraph Road, near Odenton, Fourth Election District, Anne Arundel County, Maryland, and more particularly described herein.

:::::::

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third and Fourth Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the complainants in this proceeding:

A. All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

Beginning for the same at a stake driven at the mean tide water of Dividing Creek, and running from thence along the northern boundary of Samuel Langville's land, the following courses and distances: south 81 degrees west 102 feet to a stake; thence north 19 degrees 35 minutes west 67.25 feet to a stake marked "A"; thence north 79 degrees 30 minutes east 10 feet to a stake marked "B"; thence continuing said course, north 79 degrees 30 minutes east 105 feet to the shore of Dividing Creek; thence along said creek in a straight line 69 feet to the place of beginning. Also a right of way to said property described as follows: Beginning at a stake marked "B" and running from thence north 20 degrees 45 minutes west 36 feet to the center of the road leading from Jones Station to the public wharf on Dividing Creek; thence along the center of said road, south 78 degrees west 10 feet; thence leaving the said road and running south 20 degrees 45 minutes east 35 feet to a stake marked "A"; thence along the third line of the property first above described, north 79 degrees 30 minutes east 10 feet to a stake marked "B"; and from thence to the place of beginning.

And being the same property which was conveyed to the said Elsie Stigler and Ashby Lewis, as joint tenants, and not as tenants in common, by Ruth R. Scarborough, single, by deed dated August 30, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 551.

B. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, containing 0.33 acres of land, more or less, and being designated as Lot No. 2 on the plat made by J. Carson Boush, Surveyor, June 26, 1923, said plat recorded among the Land Records of Anne Arundel County with the deed from Charles Fleetwood to Elsie Smith dated August 18, 1923, and recorded in Liber W.N.W. No. 80, folio 108, said lot having a frontage of 80 feet on a road 10 feet wide, as shown on said plat, and extending back 204.5 feet with the use thereof in common; and being the same property which was conveyed to Leonard

W. Ross and Dorothy Virginia Ross, his wife, by Elsie Smith by deed dated July 2, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 416, folio 170; and being the same property which was conveyed to the Farmers National Bank of Annapolis, Maryland, by mortgage dated July 2, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 416, folio 172, which said mortgage is still unreleased.

C. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 18, 19, 26 and 27, in Section 8, as shown on the plat of Sunset Beach, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod U, Plat 1, formerly recorded in Plat Book F.S.R. No. 2, folio 27; and being part of the same property which was conveyed to The Sunset Beach Development Company by Howard M. Pumphrey by deed dated March 2, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 10.

D. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 1, Section A; Lots Nos. 1 to 18, inclusive, Section C; Lots Nos. 1 to 15, inclusive, Section D; Lots Nos. 1 to 7, inclusive, Section E; Lots Nos. 13 to 42, inclusive, Section F; as shown on the plat of Sabrina Park, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Q, Plat 14, formerly recorded in Plat Book F.S.R. No. 1, folio 43. For title reference, see the following deed to John Garfield Stokes and Mary Emma Stokes, his wife (the said John Garfield Stokes having since departed this life): deed from George W. Pfeffer and wife dated January 29, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 429, folio 305.

E. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1 to 9, inclusive, and 14 to 22, inclusive, Section B; Lots Nos. 8 to 13, inclusive, Section E; Lots Nos. 9 to 12, inclusive, and 5 to 8, inclusive, Section F; Lots Nos. 1 to 4, inclusive, Section F; Lots Nos. 11 to 14, inclusive, Section G; as shown on the plat of Sabrina Park, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Q, Plat 14, formerly recorded in Plat Book F.S.R. No. 1, folio 43. For title reference, see the following deeds to John Garfield Stokes and Mary Emma Stokes, his wife (the said John Garfield Stokes having since departed this life): deed from Margaretta J. Speers dated September 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 316, folio 189; deed from Thomas Harrison Disney and wife dated February 17, 1943, and recorded among the aforesaid Land Records in Liber J.H.H. No. 281, folio 469; deed from Thomas H. Disney dated September 16, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 233, folio 286; deed from Thomas H. Disney dated September 16, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 233, folio 285.

F. All that tract of land situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

Beginning for the same on the northwest side of Lake Shore Drive at the south corner of a 4.797-acre tract of land conveyed by M. J. Swift and Company, Inc.,

to Arthur Schmidt, and running thence, binding on the southwest outline of said tract of land, north 51 degrees 13 minutes west 1,127.91 feet, more or less, to intersect the southern outline of a 4-acre tract of land conveyed by M. J. Swift and Company, Inc., to B. Nixon; thence running and binding on part of the southern outline of said tract of land and part of the southern outline of a 4-acre tract of land conveyed by M. J. Swift and Company, Inc., to A. U. Davis, south 80 degrees 41 minutes west 117.39 feet to the northeast corner of a 7-acre tract conveyed by M. J. Swift and Company, Inc., to D. S. Hinebaugh; thence running and binding on the northeast outline of said tract of land, south 40 degrees 57 minutes east 1,201.10 feet, more or less, to the northwest side of Lake Shore Drive; and thence running and binding on the northwest side of Lake Shore Drive, as now located 30 feet wide, north 42 degrees 46 minutes east 302.60 feet to the place of beginning, containing 5.29 acres, more or less, together with a right of way of the present existing 30-foot roads and other proposed roads leading to and from the property herein described, and also the privilege to use the community waterfront and beach laid out at Cockey's Creek in common with other lot owners.

And being the same property which was conveyed to the said Oscar Lee Swilley and Viola I. Swilley, his wife, by M. J. Swift and Company, Incorporated, by deed dated September 14, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 315, folio 313.

G. All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County and described as follows:

Beginning for the same at a pipe set in the center of the county road, forming the southeastern boundary of the conveyance from Nicholas M. Disney and wife to Isaac Silver by deed dated March 28, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 17, folio 74, and is with meridian now and hereinafter referred to a deed from Sarah Silver, et al., to the Philadelphia, Baltimore and Washington Railroad Company recorded among said Land Records in Liber W.N.W. No. 10, folio 40, south 76 degrees 11 minutes east 100 feet from the center line of the P. B. & W. R. R., as referred to in said deed; thence binding on the lines of said conveyance and paralleling the said center line and with the fifth line of said conveyance reversed, north 13 degrees 49 minutes east 523 feet to a pipe set south 76 degrees 11 minutes east 100 feet from said former center line; thence with the fourth line reversed, north 76 degrees 11 minutes west 10 feet to the end of the third line of said conveyance; thence with said line reversed and paralleling said center line as referred to in said deed, north 13 degrees 49 minutes east 477 feet to a pipe; thence leaving said line and running across the whole tract, south 60 degrees 56 minutes east 449.1 feet to the center of the county road hereinbefore

referred to at a point distant south 60 degrees 56 minutes east 19.8 feet from a pipe on the northwest side of said road; thence binding on the center line of said road, the following six courses and distances: South 42 degrees 40 minutes west 132.5 feet; south 38 degrees 19 minutes west 158.4 feet; south 32 degrees 21 minutes west 175.15 feet; south 31 degrees 22 minutes west 173 feet; south 49 degrees 18 minutes west 141.6 feet; and south 44 degrees 9 minutes west 203.35 feet, to the place of beginning, containing five acres of land, more or less.

And being the same property which was conveyed to the Century Dunbrik-Dunstone Corporation by Gregory C. Conliffe, et al., by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, folio 264; and being also the same property which was conveyed to A. H. Graham and I. Dale Snodgrass, Trustees of the Reconstruction Finance Corporation, by deed of trust dated May 1, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 406, folio 265, which deed of trust is still unreleased. The said State of Maryland, A. P. Woodson Company, Contee Sand and Gravel Company, Inc., respondents herein, being judgment creditors of the said Century Dunbrik-Dunstone Corporation; and the said Vincent J. O'Malley and Nathaniel Sexton, co-partners trading as the O'Malley-Sexton Company, having instituted suit in a case now pending in the Circuit Court of Anne Arundel County against Century Dunbrik-Dunstone Corporation.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 2 day of ~~March~~ April, 1951, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 8 day of June, 1951, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainants a title free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk

LIBER 74 PAGE 586

STEVEN J. EVERD and MARGARET EVERD, his wife		IN THE CIRCUIT COURT
vs.		for
CENTURY DUNBRIK-DUNSTONE CORPORATION, ETAL		ANNE ARUNDEL COUNTY
		No. 10, 193 Equity

: : : : : : :

PETITION FOR REDEMPTION

and

COURT ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, Century Dunbrik-Dunstone Corporation, a body corporate of the State of Maryland, one of the defendants in this cause, by John H. Hopkins IV, its attorney, respectfully represents:

1. That it is the owner of record of the property described in Tax Sale Certificate No. 1468 filed in this cause.

2. That it desires to redeem the said property in accordance with the provisions of Article 81, Section 89-C and 89-D of the Annotated Code of Maryland.

3. That its attorney has conferred with counsel for the Plaintiff in these proceedings and he has submitted the following itemized costs and expenses in connection with the Tax Sale and the proceedings to foreclose the equity of redemption of the said property.

To the Collector of Taxes for the County of Anne Arundel and the State of Maryland:

Amount due on date of sale - - - - - - - - - - - - - - - -	$203.87
To interest (20 months at 6% per annum) - - - - - - - - -	20.40
Taxes for years 1950, 1951 - - - - - - - - - - - - - - - -	172.79
	397.06

To the plaintiff, reimbursement for expenses in Foreclosure of Equity of Redemption proceedings, as follows:

Fee for title search -	$ 25.00
Pro-rata share of cost of Order of Publication - - - -	37.71
Pro-rata share of Court costs - - - - - - - - - - - - - -	18.14
Registry fees, notices to defendants - - - - - - - - - -	.70
Notary fee -	.50
	82.05

Filed 22 May, 1951.

4. That it is willing to pay such charges and expenses necessary to redeem said property.

Wherefore your petitioner prays the Court to fix the amount necessary for such redemption accordingly.

And as in duty bound, etc.

Attorney for Petitioner

The Plaintiff by his attorney, Albert J. Goodman, having been advised of the foregoing petition, hereby consents to the Order of Court fixing the amount necessary for redemption in accordance with said petition.

Attorney for Plaintiff

Filed 22 May, 1951

ORDER OF COURT

Upon the foregoing petition it is this 22d day of May, 1951, ordered by the Circuit Court for Anne Arundel County, in Equity, that the amount necessary to be paid for redemption of the property mentioned in said petition is hereby fixed at Four Hundred Seventy-Nine and 11/100 Dollars ($479.11).

Judge

Filed 23 May, 1951.

LIBER 74 PAGE 588

STEVEN J. EVERD and MARGARET EVERD, his wife	*	NO. 10, 193 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
ELSIE STIGLER and ASHBY LEWIS, et al	*	ANNE ARUNDEL COUNTY

* * * * * * *

APPLICATION TO THE COURT
TO FIX THE AMOUNT
NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Elsie Stigler Lewis respectfully represents:

1. That your petitioner and Ashby Lewis, as joint tenants, acquired the property described in Paragraph 1 of the Bill of Complaint herein from Ruth Scarborough on August 30, 1934 by deed recorded among the Land Records of Anne Arundel County in Liber W.M.B.No. 129 folio 551.

2. That subsequently your petitioner married Ashby Lewis; and on July 7, 1948, Ashby Lewis died and your petitioner is therefore sole owner of the property.

3. That she desires to redeem the property and therefore applies to the Court to fix the amount necessary for redemption in accordance with Article 81, Section 89D, etc., of the Annotated Code of Maryland, 1947 Supplement.

Elsie Stigler Lewis
Elsie Stigler Lewis

Solicitors for Petitioner

Filed 24 May, 1951.

ORDER OF COURT FIXING THE
AMOUNT FOR REDEMPTION

Ordered this 24th day of May, 1951, by the Circuit Court for Anne Arundel County that the petitioner be reimbursed for expenses actually incurred in accordance with the provisions

of Section 90J in the amount of One hundred and nine dollars and twenty two cents ($109.22), as follows:

To be paid to County Treasurer of Anne Arundel County:

for 1948 taxes	16.03	
for 1949 taxes	23.41	39.44
Clerk of Court, proportionate share costs		14.40
Sheriff of Baltimore City, costs		1.00
Proportionate share of advertising		37.71
1/6 appearance fee		1.67
title examination		15.00
		109.22

And upon payment of the aforegoing items the property mentioned in said petition be discharged from the effect of these proceedings.

Benjamin Michaelson
JUDGE

I hereby agree to the passage of the aforegoing order.

Albert J. Hand
Attorney for complainant

LIBER 74 PAGE 590 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1951

We hereby certify, that the annexed

Order of Publication - Eq. 10,193

Steven J. Ewerd vs

Elsie Stigler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1951. The first insertion being made the 5th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By DB Macey

Filed 13 June, 1951.

STEVEN J. EVERD, et al.	:	NO. 10,193 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELSIE STIGLER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER TO DISMISS
AS TO CERTAIN RESPONDENTS

Mr. Clerk:

Please enter the above case dismissed as against Leonard W. Ross and Dorothy Virginia Ross, his wife, and the Farmers National Bank of Annapolis, Maryland, and all persons having or claiming to have any interest in the property known as Lot No. 2, containing 0.33 acres and improvements, situate at St. Margarets, Third Election District, Anne Arundel County, Maryland.

Albert J. Goodman

Solicitor for Complainants
Albert J. Goodman
12 Church Circle
Annapolis, Maryland

Filed 13 June, 1951.

STEVEN J. EVERD and MARGARET EVERD, his wife Green Haven Pasadena, Maryland	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
ELSIE STIGLER 600 North Calvert Street Baltimore, Maryland	:	No. 10,193 Equity
et al.	:	
	:	

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE ANSWER of the State of Maryland, one of the Defendants in this cause, by Hall Hammond, Attorney General, and Robert M. Thomas, Assistant Attorney General, its attorneys, to the Bill of Complaint of Steven J. Everd and Margaret Everd, his wife, against this Defendant and others, respectfully represents unto your Honor:

1. This Defendant admits the allegations of the First and Second Paragraphs of said Bill of Complaint.

2. This Defendant has no knowledge of the allegations contained in the Third paragraph of said Bill of Complaint and, therefore, neither admits nor denies said allegations.

3. This Defendant admits the allegations of the Fourth Paragraph of said Bill of Complaint as to all of the properties described in the Second Paragraph of said Bill of Complaint, with the exception of the property described in sub-paragraph G of said Second Paragraph. This Defendant is informed that said property, described in said sub-paragraph G of said Second Paragraph of said Bill of Complaint, has been redeemed.

4. This Defendant is advised that the Fifth, Sixth and Eighth Paragraphs of said Bill of Complaint constitute Prayers addressed to this Honorable Court and that, therefore, no Answer thereto is required.

Filed 22 June, 1951

5. This Defendant is advised that the Seventh Paragraph of said Bill of Complaint alleges a conclusion of law and that, therefore, no answer thereto is required.

6. Further answering said Bill of Complaint, this Defendant is informed that all of the State and County taxes, with interest and penalties thereon have been paid on properties listed in sub-paragraphs A, B and G of said Second Paragraph of said Bill of Complaint, but that State and County taxes, with interest and penalties thereon, are still due and outstanding on those properties listed in sub-paragraphs C, D, E and F of said Second Paragraph.

HAVING fully answered the said Bill of Complaint, this Defendant submits its rights to the protection of this Honorable Court and consents to the passage of such decree as will insure the payment of the aforementioned taxes.

AND as in duty bound, etc.

Hall Hammond (per RWT)
Attorney General

Robert W. Thomas
Asst. Attorney General
Attorneys for State of Maryland

This is to certify that a copy of the within Answer has this 21st day of June, 1951, has been mailed to Albert J. Goodman, Esq., 12 Church Circle, Annapolis, Md., attorney for Complainants.

Robert W. Thomas
Asst. Attorney General

STEVEN J. EVERD, et al.	:	NO. 10,193 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELSIE STIGLER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, who, being duly sworn according to law, deposed and said as follows:

FIRST: That he is the solicitor for the complainants in the above-entitled case.

SECOND: That before filing the bill of complaint in said case, an effort was made to determine the proper addresses of the above-named respondents and whether or not they were deceased.

THIRD: That the last address of the respondent, The Sunset Beach Development Company, was reported as No. 6 West Fayette Street, Baltimore, Maryland. That said respondent was duly summoned, as will appear by reference to the Sheriff's return filed in these proceedings.

FOURTH: That the last address of the respondent, Mary Emma Stokes, was reported as No. 157 Sylvan Avenue, Asbury Park, New Jersey. That a registered letter enclosing a copy of the complainants' bill of complaint was mailed to said non-resident respondent on April 2, 1951, for which a return receipt was returned to the complaints by said Mary Emma Stokes. That a copy of said letter and the registered return receipt are attached hereto and marked "Affiant's Exhibit No. 1."

FIFTH: That the last address of the respondents, Oscar Lee Swilley and Viola I. Swilley, his wife, was reported as No. 1843 South Hanover Street,

Filed 19 July, 1951.

Baltimore, Maryland.

SIXTH: That writs of summons issued for the said Oscar Lee Swilley and Viola I. Swilley, his wife, were returned "non est" on April 11, 1951, and July 17, 1951. That under the provisions of Section 90F, Article 81, of the Code of Maryland, said respondents are deemed served by the order of publication issued out of this Court in the premises.

SEVENTH: That no action has been taken by any of the respondents named in this affidavit; and he, therefore, assumes they are not interested in opposing said suit.

Albert J. Goodman

Albert J. Goodman, Affiant
12 Church Circle
Annapolis, Maryland
Solicitor for Complainants

Grace R. Hartge

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 74 PAGE 596

April 2, 1951

Filed 19 July, 1951

Mrs. Mary Emma Stokes
157 Sylvan Avenue
Asbury Park, New Jersey

Dear Mrs. Stokes:

I am enclosing a bill of complaint filed in the Circuit Court for Anne Arundel County praying for a final decree foreclosing all rights of redemption in certain property in which you have an interest.

You will note that the order of court warns you to appear and redeem the property and answer the bill on or before the 8th day of June, 1951, if such is your intention.

Very truly yours,

Albert J. Goodman

AJG:H

Enclosure

Everd v. Stigler, et al., No. 10,193 Equity

Affiant's Exhibit No. 1

LIBER 74 PAGE 597

STEVEN J. EVERD, et al.

vs.

ELSIE STIGLER, et al.

No. 10,193 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant s, The Sunset Beach Development Company, Mary Emma Stokes, and Oscar Lee Swilley and Viola I. Swilley, his wife,
after Order of Publication duly published ~~(not served)~~ as to non-resident respondent and as to resident respondents, (having been duly summoned) having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication and/~~or~~ Writ of Summons.)

It is thereupon this 19th day of ~~June~~ July, 19 51, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant s.

~~And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.~~

Benjamin Michaelson
Judge

Filed 19 July, 1951.

12

STEVEN J. EVERD, et al.	:	NO. 10,193 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELSIE STIGLER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland (1943 Supplement),

It is thereupon this 31st day of August, 1951, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

FIRST: That all rights of redemption of the respondents, The Sunset Beach Development Company, Mary Emma Stokes, and Oscar Lee Swilley and Viola I. Swilley, his wife, or of anyone claiming by, from or under them or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to Steven J. Everd and Margaret Everd, his wife, on the tenth day of October, 1949, for the non-payment of taxes, be, and the same are hereby, barred and foreclosed.

SECOND: That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and defense occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject), is hereby vested in the complainants.

THIRD: That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the complainants.

Filed 31 Aug., 1951.

FOURTH: That the complainants shall pay the costs of these proceedings.

Benjamin Michaelson
Judge