CLUB ESTATES, INC. A body corporate 10 Light Street Baltimore, Maryland,	:	NO. 10,014 EQUITY
WALTER E. HILTABIDLE and BEATRICE B. HILTABIDLE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
IRWIN S. PORTER Annapolis Roads Anne Arundel County, Maryland,	:	IN THE
EMORY C. RICE and ESTELLE S. RICE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
MAUD L. DUBORG Annapolis Roads Anne Arundel County, Maryland,	:	CIRCUIT
THEODORE G. HOSTER and HELEN C. HOSTER, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	COURT
JOHN ROY McCRONE, JR., and SUE W. McCRONE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
PAUL S. ANDERSON and VIRGINIA L. ANDERSON, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	FOR
AND	:	
MITCHELL E. GIBLO and HELEN D. GIBLO, His Wife Annapolis Roads Anne Arundel County, Maryland	:	ANNE ARUNDEL
Plaintiffs	:	
VS.	:	
WALTER HARMON DICKHAUT 9303 Saybrook Avenue Silver Springs, Maryland	:	
Defendant	:	COUNTY

Filed 25 July, 1950.

LAW OFFICES
R. CRESAP DAVIS
ANNAPOLIS, MD.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That they are the owners of certain improved and/or unimproved lots of ground and land, as hereinafter set forth, in the residential development known as Section "D", and the lands immediately adjoining thereto, in the tract known as "Annapolis Roads", in the Second Election District of Anne Arundel County, Maryland.

2. That approximately 23 years ago, the Annapolis Roads Company subdivided a portion of the Annapolis Roads tract into suitable residential building lots and caused to be prepared and placed on record in the office of the Clerk of the Circuit Court for Anne Arundel County, Annapolis, Maryland, a plat of said Section "D" entitled "Annapolis Roads Plat A", said plat now being recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod S, Plat 8. A certified photostatic copy of said plat is filed herewith marked "Plaintiffs' Exhibit A" and is prayed to be taken as a part hereof.

3. That since that time and pursuant to a uniform plan and scheme of development, the Annapolis Roads Company and its successors in title have placed in a great majority of all deeds conveying the lots of the above subdivision involved in this proceeding, certain restrictions on the nature and manner of the use of said lots, which said restrictions will be specifically set forth in certain deeds hereinafter filed as exhibits with this Bill of Complaint.

4. That the Plaintiff, Club Estates, Inc., is the present owner of the entire Annapolis Roads tract, having acquired

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same through various mesne conveyances from the Annapolis Roads Company, and has become the owner of certain unimproved lots in Section "D" of Annapolis Roads as shown on the plat marked "Plaintiffs' Exhibit A" referred to above.

5. That the Plaintiff, Club Estates, Inc., is now engaged in further development and subdivision of the Annapolis Roads tract, following closely the original uniform plan and scheme of development set up by the Annapolis Roads Company; that Club Estates, Inc., is now engaged in offering for sale and in selling certain of the unimproved lots in Section "D", Annapolis Roads, to which it has acquired title, and has caused to be placed, and will continue to place in all deeds conveying lots of the said subdivision, the same restrictions on the nature and manner of the use of said lots, as heretofore placed in the great majority of the deeds previously conveying other lots in said subdivision; and that Club Estates, Inc., is now engaged in subdividing certain other portions of the entire Annapolis Roads tract adjacent to Section "D" above referred to, and will subdivide such other areas into suitable residential building lots of approximately the same acreage as the lots designated in Section "D", and will impose the same restrictions on the nature and manner of the use of these lots as have been previously generally imposed throughout Section "D".

6. That following the original subdivision and development of Section "D", Annapolis Roads, the first conveyance of a residential building lot in this Section was by a deed from the Annapolis Roads Company to Mrs. Elizabeth Van R. Frazer, dated September 5, 1928, and recorded among the Land Records of Anne Arundel County, in Liber FSR 41, folio 12; that said deed contained certain covenants and restrictions on the nature and manner

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of use of the lot conveyed which have been followed identically in the great majority of conveyances of lots in said Section "D", and that the adherence to these said covenants and restrictions shows a uniform plan and scheme of development of Section "D", Annapolis Roads, which has been followed to the present time. A certified copy of said deed is filed herewith, marked "Plaintiffs' Exhibit B", and is prayed to be taken as a part hereof.

7. That the Plaintiffs, Walter E. Hiltabidle and Beatrice B. Hiltabidle, his wife, are the owners of Lots Nos. 3 and 4, Section "D", Annapolis Roads, by deed dated January 29, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH 324, folio 170, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

8. That the Plaintiff, Irwin S. Porter, is the owner of Lot No. 5, Section "D", Annapolis Roads, by deed dated November 20, 1928 and recorded among the Land Records of Anne Arundel County in Liber FSR 43, folio 28, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

9. That the Plaintiffs, Emory C. Rice and Estelle S. Rice, his wife, are the owners of Lots Nos. 6 and 7, Section "D", Annapolis Roads, by deed dated May 19, 1938 and recorded among the Land Records of Anne Arundel County in Liber FAM 184, folio 174, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

10. That the Plaintiff, Maud L. Duborg, is the owner of Lot No. 9, Section "D", Annapolis Roads, by deed dated June 12, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 329, folio 273, said deed subject to the identical

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covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

11. That the Plaintiffs, Theodore G. Hoster and Helen C. Hoster, his wife, are the owners of Lots Nos. 15, 17 and 18, Section "D", Annapolis Roads, by deed dated May 1, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHH 359, folio 348, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

12. That the Plaintiffs, John Roy McCrone, Jr., and Sue W. McCrone, his wife, are the owners of Lot No. 16, Section "D", Annapolis Roads, by deed dated December 5, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH 549, folio 542, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

13. That the Plaintiffs, Paul S. Anderson and Virginia L. Anderson, his wife, are the owners of Lots Nos. 20 and 21, Section "D", Annapolis Roads, by deed dated March 9, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH 562, folio 497, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs Exhibit B".

14. That the Plaintiffs, Mitchell E. Giblo and Helen D. Giblo, his wife, are the owners of Lots Nos. 22 and 23, Section "D", Annapolis Roads, by deed dated April 25, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH 567, folio 430, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

15. That the Defendant, Walter Harmon Dickhaut, formerly owned Lot No. 9, Section "D", Annapolis Roads, by deed dated May 7, 1932 from the Annapolis Roads Company to Anna M. Dickhaut (wife) and Walter Harmon Dickhaut as joint tenants, recorded

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among the Land Records of Anne Arundel County, Maryland, in Liber FSR 98, folio 252, said deed containing the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B". A certified copy of said deed to the Defendant and wife is filed herewith, marked "Plaintiffs' Exhibit C", and is prayed to be taken as a part hereof.

16. That the Defendant, Walter Harmon Dickhaut, now owns Lot No. 13, Section "D", Annapolis Roads, by deed from Legh W. Reid to Walter Harmon Dickhaut dated October 18, 1949 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 544, folio 339, and that said deed, by its language, is subject "to the covenants and restrictions of record", the same as set forth in "Plaintiffs' Exhibit B". A certified copy of said deed is filed herewith, marked "Plaintiffs' Exhibit D", and is prayed to be taken as a part hereof.

17. That on or about May 9, 1950, the Defendant, Walter Harmon Dickhaut, did erect or cause to be erected an electric power pole and a three-car garage of corrugated metal construction on Lot No. 13, Section "D", Annapolis Roads, and in violation of the covenants and restrictions imposed as a uniform plan or scheme of development in said Section, did erect or cause to be erected said garage and pole without having first obtained the consent in writing of the then successor in title to the Annapolis Roads Company; that in violation of said covenants and restrictions, the Defendant did erect or cause to be erected the electric power pole and garage as aforesaid without having the specifications, elevations, location and grade thereof having been previously filed with the then successor in title to the Annapolis Roads Company and without its approval had in writing; that in violation of said covenants and restrictions, and on or about May 9, 1950, the

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Defendant did lay and maintain, or cause to be laid and maintained, a vehicular runway on Lot No. 13, Section "D", Annapolis Roads, without having first obtained the consent in writing of the then successor in title to the Annapolis Roads Company.

18. That on or about May 9, 1950, the Defendant, Walter Harmon Dickhaut, did cause to be carried out certain earth-moving operations on Lot No. 13, Section "D", Annapolis Roads, by means of a machine known as a "bulldozer"; that with wilfull and wanton disregard for the general landscaping plan and scheme of development of Section "D", Annapolis Roads, and the rights of the owner of the adjoining land, the Defendant did cause or direct said earth-moving operations to be carried out well beyond the borders of Lot No. 13, Section "D", as laid out on the plat filed herewith as "Plaintiffs' Exhibit A", completely destroying the natural topography and beauty of said Lot No. 13 and the surrounding land now owned by the Plaintiff, Club Estates, Inc., felling and destroying certain shade trees which had been growing on the lands surrounding said Lot No. 13, causing great quantities of earth to be dug away and undermined in some places and pushed and piled up in other places on the lands immediately surrounding said Lot No. 13, thereby altering and changing the natural drainage and flow of surface water and causing destructive erosion and washing away of the soil of the lands immediately surrounding said Lot No. 13, and by said earth-moving and bulldozing operations, greatly diminishing the value of the lands surrounding said Lot No. 13 for residential building lots.

19. That on or about May 22, 1950, the Defendant, Walter Harmon Dickhaut, was notified in writing by the then successor in title to the Annapolis Roads Company, The Equitable Company of Washington, that he was violating the covenants and restrictions

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imposed on Section "D" of the Annapolis Roads subdivision, and the said Defendant also was notified verbally by an agent of The Equitable Company of Washington that the Defendant's bulldozing and earth-moving operations were trespassing upon the lands surrounding the said Lot No. 13; but that in spite of said notifications, the said Defendant did continue to erect the structures and carry on the operations referred to above in paragraphs 17 and 18 of this Bill of Complaint.

20. That the Plaintiffs are the owners of valuable residential building land and/or lots, and/or have erected, or intend to erect, or are the owners of previously erected valuable dwellings on all or a portion of their respective lots in strict compliance with the covenants and restrictions and the general plan and scheme of development as set forth in the exhibits filed herewith, relying upon the said covenants and restrictions and their observance by all others owning or occupying lots in the said Section "D" and the lands surrounding in the Annapolis Roads tract.

21. That the actions of the Defendant as set forth in paragraphs 17 and 18 of this Bill of Complaint are an infringement on the rights of all persons who have purchased land in Section "D" and the area adjacent thereto in the Annapolis Roads tract, and who have constructed dwellings or who have offered or intend to offer for sale residential building lots in compliance with the covenants and restrictions set forth in the aforementioned deeds in this exclusive residential area, relying upon the said covenants and restrictions and their observance by all others; that the Plaintiffs have suffered loss and injury and a depreciation in the value of their property thereby; and that if the Defendant is permitted to carry out further construction and

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bulldozing on said Lot No. 13 in violation of said covenants and restrictions, the Plaintiffs will suffer further irreparable loss and injury and a depreciation in the value of their property.

TO THE END, THEREFORE:

(a) That this Honorable Court issue a mandatory injunction requiring the Defendant, Walter Harmon Dickhaut, to remove from Lot No. 13, Section "D", Annapolis Roads, the structures referred to in paragraph 17 of this Bill of Complaint and to restore to its former natural topography and contour the surface of the land comprising the said Lot No. 13 and the lands immediately adjacent thereto.

(b) That the Defendant, Walter Harmon Dickhaut, be permanently enjoined from carrying out any further construction, grading and landscaping operations on Lot No. 13, Section "D", Annapolis Roads, without the consent first had in writing of the Plaintiff, Club Estates, Inc.

(c) That the Plaintiffs may have such other and further relief as their cause in Equity may require.

May it please your Honors to grant unto the Plaintiffs the Writ of Subpoena directed to the Defendant, Walter Harmon Dickhaut, 9303 Saybrook Avenue, Silver Springs, Maryland, directing and commanding him 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 as in duty bound, etc.,

R. Cresap Davis

R. Cresap Davis
216 Main Street
Annapolis, Md.
Solicitor for Plaintiffs

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ANNAPOLIS, MD.

LAND OFFICE OF MARYLAND, SCT: LIBER 77 PAGE 10

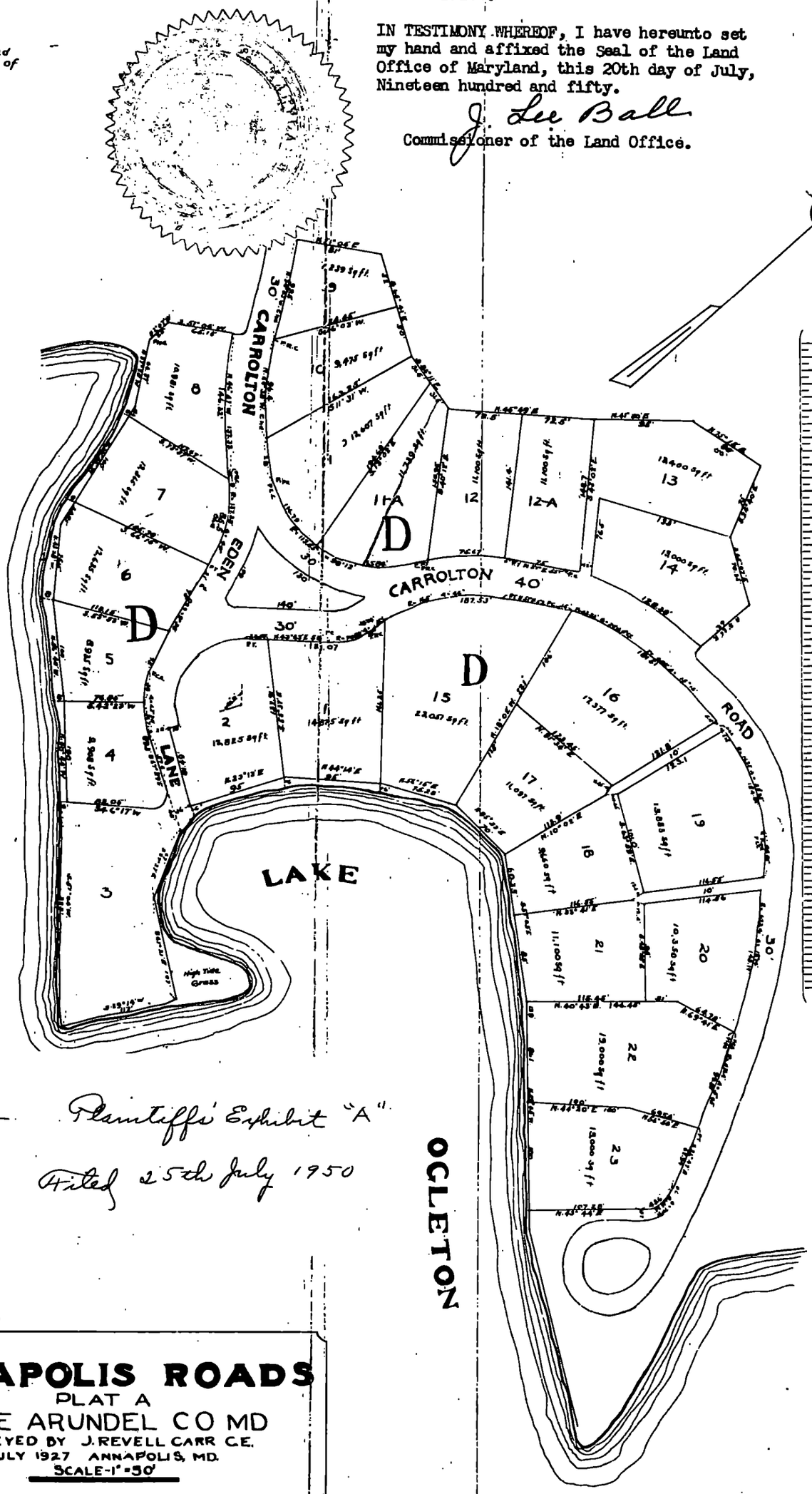
I hereby certify that this plat is a micro-film copy of Plat "A", Annapolis Roads, filed in Cabinet 1, Rod S, Plat No. 8, as photographed from the original on file in the Anne Arundel County Court House, which micro-film is now on file in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Land Office of Maryland, this 20th day of July, Nineteen hundred and fifty.

J. Lee Ball

Commissioner of the Land Office.

-NOTE-
One foot reserved around the shore of Lake Ogleton.
All Lot areas scaled.



Plaintiffs' Exhibit "A"

Filed 25th July 1950

CABINET No. 1
ROD No. S
PLAT No. 8
Anne Arundel Co.

ANNAPOLIS ROADS

PLAT A

ANNE ARUNDEL CO MD

SURVEYED BY J. REVELL CARR C.E.

JULY 1927 ANNAPOLIS, MD.

SCALE-1" = 50'

Filed 18th Sept 1928

(No 332)

THIS DEED made this 5th day of September, in the year of our Lord One thousand nine hundred and twenty-eight, by and between the Annapolis Roads Company, a corporation organized under the laws of Maryland, party of the first part, and Mrs. Elizabeth Van R. Frazer, of Washington, D. C., party of the second part.

WITNESSETH, that in consideration of Ten Dollars the said party of the first part does grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, being part of the same land which the said party of the first part obtained from The Armstrong Company by deed dated the 2nd day of December, 1927, and left for record on the 13th day of December, 1927, to wit:

ALL that lot or parcel of ground located in the development known as "Annapolis Roads", in the Second Election District of Anne Arundel County, Maryland, which is designated as Lot No. Twenty-three (23) of Section "D" on the plat of said "Annapolis Roads" made by Olmsted Brothers in Plat Book F.S.R. No. 1, folio 45.

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

TO HAVE AND TO HOLD the piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said party of the second part.

SUBJECT, however, to the following covenants and restrictions, which shall be taken to be real covenants running with the land and binding upon the party of the second part, his heirs, executors, administrators, and assigns.

1. No building shall be erected on said land, or used, for

manufacturing, mercantile or any business purposes whatsoever, or as an apartment or flat or dwelling for more than one family; nor shall any septic tanks, garage or outbuildings, or any pole or support for electric light or power or for any telephone or other purpose be erected on the property without the consent first had in writing of the Annapolis Roads Company; every dwelling shall be completely detached and shall be on a separate lot as subdivided by the Annapolis Roads Company; no tent or other temporary structure shall be set up on any lot or plot of ground without the prior written consent of the Annapolis Roads Company and subject to such restrictions and conditions as the company may from time to time impose.

2. No building or structure may be erected or in any way altered in its exterior design or construction until the plans and specifications, elevations, location and grade thereof have been permanently filed with the Annapolis Roads Company and by it approved in writing; nor there be erected, laid, or maintained any sign, fence, wall or vehicular runway with the consent in writing of the Annapolis Roads Company.

3. Neither during a period of ninetynine years from the _ day of September, 1928, shall said land, nor any premises erected or to be erected thereon be used, rented, occupied, leased, sold, demised, transferred or conveyed unto or in trust for any person or persons of negro blood or extraction, or unto or in trust for any person or persons of Hebrew race, origin or extraction, except where the occupancy is by a domestic servant or servants employed by the owner, nor for a period of fifteen years from the __ day of ___. 1928, shall the hereinafter described land be sold, conveyed, rented, leased, demised or transferred to any other person or persons, corporation or corporations, without the approval first had in writing of the Annapolis Roads Company.

4. The Annapolis Roads Company, its successors or assigns, reserves the right at any time to trim trees, shrubbery, lawns or underbrush on

any property or lot in the aforesaid subdivision in order to improve or preserve the views of land and water and to maintain the general landscaping plan for the best interest of the entire property.

One half of the actual costs of upkeep of the sidewalks and roadways along and abutting said land shall be assessed by the Annapolis Roads Company, its successors or assigns, against the said land and become a lien upon the same, payable in such manner and upon such terms as it or they shall determine, but no assessment for new roadways or sidewalks nor for resurfacing shall be made without the consent of the majority of the owners of land affected thereby.

In the event said assessmentis not paid as and when due, the Annapolis Roads Company, its successors or assigns, shall have the right to institute proceedings in the courts to enforce the collection of same by a sale of said land or sue at law for the collection of same.

6. The foregoing covenants and restrictions shall remain operative effective and in full force for aperiod of twenty-five years, except as otherwise herein provided, and in the event of their breach or infringment in any way by the owner the property will revert to the Annapolis Roads Company, its successors or assigns and the money retained therefore shall be ratained by the Capmpany as liquidated damages for the said breach and to cover costs of enforcing this contract.

The Annapolis Roads Company its successors and assigns reserves and retains all riparian rights appurtenant to the land as well as the beds of all roadways, lakes and ponds and agrees to set aside certain beaches and public parks as indicated on the plat and survey made by Olmsted Brothers, for the perpetual use of the residents of Annapolis Roads.

The Annapolis Roads Company may desinate one or more of its successors in title to give the consents provided for in the foregoing covenants in its place and stead and such substitute party or parties have the same legal right with respect to such covenants as were possessed by the Annapolis Roads Company, and should

the Annapolis Roads Company dissolve without so naming such substitute party of parties. The Munsey Trust Company of Washington D. C. shall be persumed to have been named and shall act as the substitute party herein contemplated.

And the said party of the first part covenant that it will warrant specially and generally the property hereby conveyed; that it is seized of the land hereby conveyed that it has a right to convey said land; that the said party of the second part shall quietly enjoy said land, that it has done no act to encumber said land, and that it will execute such further assurances of said land as may be requisite.

In Testimony, Whereof, the said Annapolis Riads Company, hath on the ____ day of September A. D. 1928, caused these presents to be signed by C. H. Pope, its President, and its corporate seal to be hereto affixed and doth hereby appoint C. H. Pope its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Attest: Annapolis Roads Company

F. C. Willis. (Corporate Seal) By C. H. Pope

Signed, Sealed and President.

delivered in the Presenec

of Howard Katz,

District of Columbia, To Wit:

I Fanny Jane Allison a Notary Public in and for the District aforesaid, do hereby certify that C. H. Pope who is personally well known to me as the person named as attorney in fact in the aforegoing Deed bearing date on the 5th day of Sept. 1928, and hereto annexed personally appeared before me in said District and as Attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed acknowledged the same to be the act and deed of the Annapolis Roads Company, the grantor therein.

Given under my hand and seal this 5th day of September A. D. 1928.

Fannie Jane Allison

(Notary Seal) Notary Public.

Recorded 18 Sept. 1928, at 11 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. S. R. 41, Folioe 12, 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 29th day of June. A. D. 1950.

John H. Hopkins 3rd Clerk.

PLAINTIFFS' EXHIBIT "B"

(Int. Rev. Stamps $1.50.

This Deed, Made this 7th day of May in the year of our Lord One Thousand Nine Hundred and Thirty-two, by and between the Annapolis Roads Company, a corporation under the laws of the State of Maryland, party of the first part, and Anna M. Dickhaut (wife) and Walter H. Dickhaut as joint tenantes of Washington, D. C. parties of the second part.

Witnesseth, that in consideration of Ten Dollars the said Party of the first part does grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, all tha piece or parcel of ground situate, lying and being in the development known as"Annapolis Roads", in the Second Election District of Anne Arundel County, State of Maryland, being part of the same land which the said party of the first part obtained from The Armstrong Company by deed dated the 2nd day of December, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 24 folio 264 to wit:

Lot Nine (9) in Section D"

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

TO HAVE AND TO HOLD the piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said parties of the second part, their heirs or assigns.

Subject, however, to the following covenants and restrictions which shall be taken tomto be real covenants running with and binding upon the parties of the second part, their heirs, executors, administrators and assigns.

1. No building shall be erected on said land, or used, for manufacturing, mercantile or any business purposes whatsoever, or as an apartment or flat or dwelling for more than one family; nor shall

Filed 25 May, 1950

any septic tanks, garage or outbuildings or any pole or support for electric light or power or for any telephone or other purpose be erected on the property without the consent first had _ _ _ _ in writing of the Annapolis Roads Company, every dwelling shall be completely detached and shall be a separate lot as subdivided by the Annapolis Roads Company, no tent of other temporary structure shall be set up on any lot or plot of ground without the prior written consent of the Annapolis Roads Company and subject to such restrictions and conditions as the company may from time to time impose.

2. No building or structure may be erected or in any way altered in its exterior design or construction until the plans and specifications, elevations, location and grade thereof have been permanently filed with the Annapolis Roads Company and by its approval in writing: nor may there be erected, laid, or maintained any sign, fence, wall or vehicular runway without the consent in writing of the Annapolis Roads Company.

3. Neither, during a period of ninety-nine years from the 2nd day of December 1927, shall said land nor any premises erected thereon be used, rented, occupied, leased, sold, demised, transferred or conveyed unto or in trust for any person or persons of negro blood or extraction or unto or in trust for any person or persons of hebrew race or origin or extraction except where the occupancy is by a domestic servant or servants employed by the owner; nor for a period of fifteen years from the 2d day of December, 1927, shall the hereinabove described land be sold, conveyed, rented, leased, demised or transferred to any other person or persons, corporation or corporations, without the approval had in weiting of the Annapolis Roads Company.

4. The Annapolis Roads Company, its successors or assigns reserves the right at any time to trim trees, shrubbery, lawns or underbrush on any property or lot in the aforesaid subdivision in order to improve or preserve the views of land and water and to maintain the general _ _ _ _ landscaping plan for the best interests of the entire property.

5. One-half of the actual cost of upkeep of the sidewalks and roadways along and abutting said land shall be assessed by the Annapolis Roads Company, its successors or assigns, against the

said land and become a lien upon the same, payable in such manner and upon such terms as it or they shall determine, but no assessments for new roadways or sidewalks nor for new surfacing shall be made without the consent of the majority of the owners of land affected thereby.

In the event said assessment is not paid as and when due, the Annapolis Roads Company, its successors or assigns, shall have the right to institute proceedings in the Courts to enforce the collection of same by a sale of said land or sue at law for collection of same.

6. The foregoing covenants and restrictions shall remain operative, effective and in full force for a period of twenty-five years, except as otherwise herein provided, and in the event of their breach or infringement in any way by the owner, the property will revert to the Annapolis Roads Company, its successors or assigns, and the money paid therefore shall be retained by the company as liquidated damages for the said breach and to cover costs of enforcing this contract.

The Annapolis Roads Company, its successors or assigns, reserves and retains all riparian rights appurtenant to the land as well as the beds of all roadways, lakes and ponds, and agrees to set aside certain beaches and public parks as indicated on the plat and survey made by Olmstead Brothers for the perpetual use or the residents of Annapolis Roads.

The Annapolis Roads Company may designate one or more of its successors in title to give the consents provided for the foregoing covenants in its place and stead and such substitutes party or parties, shall have the same legal rights with respect to such covenants as were possessed by the Annapolis Roads Company; and should the Annapolis Roads Company dissolve without so naming such substitute party of parties. The Munsey Trust Company of Washington D. C. shall be persumed to have been named and shall act as the substitute party herein contemplated.

And the said party of the first part covenants that it will warrant specially and generally the property hereby conveyed; that

it is seized of the land hereby conveyed; that it has a right to convey said land, that the said part_of the second part shall quietly enjoy said land; that its has done no act to encumber said land; and that it will execute such further assurances of said land as may be requisite.

In Testimony Whereof, the said Annapolis Roads Company hath on the 7th day of May, A. D.1932, caused these presents to be signed by C. H. Pope, its President attested by A. J. Bitterly its Secretary and its corporate seal to be hereunto affixed.

Annapolis Roads Company

Attest: (Corporate Seal) By C. H. Pope

A.J. Bitterly, President.

Secretary.

Signed, sealed and delivered in the presence of

C. D. Ratcliffe.

District of Columbia, to wit:

I Hereby Certify that on the 19th day of May, 1932, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared C. H. Pope, President of the Annapolis Roads Company, and duly acknowledged the aforegoing Deed to be the corporate act of the said Annapolis Roads Company.

WITNESS my hand and Seal Notarial.

C. D. Ratcliffe

(Notarial Seal) Notary Public

C. D. Ratcliffe, Notary Public.

My Commission expires June 15, 1936.

Recorded July 7th, 1932, at 11:30 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. S. R. No. 98, folio 252, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 28th day of June, A. D. 1950.

John H Hopkins 3rd Clerk.

PLAINTIFFS' EXHIBIT "C"

(INT.REV.STAMPS $1.10)(MD. STATE STAMP $1.10)

THIS DEED, Made this 18th day of October, in the year 1949, by and between LEGH W. REID, Widower, hereinafter referred to as GRANTOR, and WALTER HARMON DICKHAUT, hereinafter referred to as GRANTEE.

WITNESSETH: that for and in consideration of the sum of Five Dollars and other good and valuable considerations thereunto moving from the said GRANTEE unto the said GRANTOR, the receipt whereof is hereby acknowledged, the said GRANTOR does hereby bargain and sell and by these presents does grant and convey unto the said GRANTEE, his heirs and assigns forever in fee simple.

Filed 25 July, 1950

ALL of the lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, in the Development known as Annapolis Roads, being part of the same land which the Annapolis Roads Company obtained from the Armstrong Company by Deed dated December 2, 1927, and recorded in the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 264, to wit: LOT numbered Thirteen (13) in Section D.

IT BEING the identical property which was conveyed to Legh W. Reid by Helen Sagrario, unmarried, by Deed dated August 20, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 140, folio 544.

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

TO HAVE AND TO HOLD The above described land and premises unto and to the proper use and benefit of the said GRANTEE, his heirs or assigns, in fee simple, subject, however, to the covenants and restrictions of record.

AND the said Grantor does hereby covenant to WARRANT SPECIALLY the property hereby conveyed and that he will execute such other and FURTHER ASSURANCES as may be requisite.

5

WITNESS the hand and seal of the above named Grantor.

Legh W. Reid (SEAL)

WITNESS:

Louise H. Kain

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY, TO WIT:

I HEREBY CERTIFY that on this 18th day of October, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Legh W. Reid, and he acknowledged the aforegoing Deed to be his act and deed.

Witness my hand and seal Notarial.

Louise H. Kain,

(Notarial Seal) Notary Public.

My Commission expires Feb. 21, 1951.

Recorded-31st October, 1949, at 10 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. 544, folio 339, one of the Land Records of Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affis the sesl of the Circuit Court for Anne Arundel County, this 28th day of June. A.D., 1950.

John F. Hopkins, 3rd

CLERK.

PLAINTIFFS' EXHIBIT "D"

Filed Aug 3 1950

CLUB ESTATES, INC. A Body corporate 10 Light Street Baltimore, Maryland	:	
WALTER E. HILTABIDLE and BEATRICE B. HILTABIDLE, His Wife Annapolis Roads Anne Arundel County, Maryland	:	NO. 10014 EQUITY
IRWIN S. PORTER Annapolis Roads Anne Arundel County, Maryland,	:	IN THE
EMORY C. RICE and ESTELLE S. RICE, his wife Annapolis Roads Anne Arundel County, Maryland	:	CIRCUIT
MAUD L. DUBORG Annapolis Roads Anne Arundel County, Maryland	:	
THEODORE G. HOSTER and HELEN C. HOSTER, His wife Annapolis Roads Anne Arundel County, Maryland	:	COURT
JOHN ROY McCRONE, JR., AND SUE W. McCRONE, His wife Annapolis Roads Anne Arundel County, Maryland,	:	FOR
PAUL S. ANDERSON and VIRGINIA L. ANDERSON, HIs Wife Annapolis Roads Anne Arundel County, Maryland	:	
AND	:	ANNE ARUNDEL
MITCHELL E. GIBLO and HELEN D. GIBLO, His Wife Annapolis Roads Anne Arundel County, Maryland Plaintiffs	:	
VS.	:	
WALTER HARMOND DICKHAUT 9303 Saybrook Avenue Silver Springs, Maryland Defendant	:	COUNTY

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

DEMURRER

NOW COMES Walter Harmond Dickhaut, by Louis M. Strauss, his attorney, and demurs to each and every count of the Bill of Complaint against him exhibited and for cause of demurrer says:

1. That the Bill of Complaint does not set forth sufficient grounds in

Equity to set out a cause or action to justify the granting of a mandatory injunction, nor is the Bill of Complaint sworn to.

2. That the Bill of Complaint does not allege any legal connection between the Club Estates, Incorporated, one of the Complainants and the Respondent herein.

3. That the Bill of Complaint does not allege that all the plaintiffs are parties affected by the allegations, nor is a scheme of development enforceable and chargeable to the Defendant maintained or preserved.

4. That the restrictions set forth in the deed referred to is a limitation on fee simple title and have no foundation at law and therefore are unenforceable.

5. That the restrictions relied upon and mentioned in the Bill of Complaint are not susceptible of adjudication or determination by any set standard or comparison and are therefore dependent upon the whims of the original grantors.

6. That the grantees of all the deeds referred to in the said Bill of Complaint did not execute the said deeds and therefore the said restrictions are not binding as covenants running with the land.

7. That your Respondent's sources of title and lots acquired by him are subject, if at all, for the benefit of the Annapolis Roads Company, a defunct corporation and are ambiguous and not susceptible of interpretation as to meaning by any standard or policy that can enure to other lot owners.

8. That the Bill of Complaint fails to set forth that the Defendant did not receive permission or failed to obtain consent from the Munsey Trust Company of Washington, D. C., the only person designated for such purposes in the chain of title, as shown by the Exhibits filed herewith.

9. And for other reasons to be shown at the hearing hereof.

Louis M. Strauss
Attorney for Defendant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Walter Harmon Dickhaut, Defendant herein, and made oath in due form of law that the aforegoing Demurrer was not taken for the purpose of delay.

Witness my hand and Notarial Seal.

Notary Public

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CLUB ESTATES, INCORPORATED, and others,	:	
PLAINTIFFS.	:	
VS.	:	NO. 10,014 EQUITY
WALTER HARMOND DICKHAUT,	:	
DEFENDANT.	:	

:::::::

ORDER SUSTAINING DEMURRER

Filed 18 Aug., 1950.

The demurrer 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 eighteenth day of August, 1950, 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 in which to amend their bill.

Judge.

CLUB ESTATES, INC. A body corporate 10 Light Street Baltimore, Maryland,	:	NO. 10,014 EQUITY
WALTER E. HILTABIDLE and BEATRICE B. HILTABIDLE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
IRWIN S. PORTER Annapolis Roads Anne Arundel County, Maryland,	:	IN THE
EMORY C. RICE and ESTELLE S. RICE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
MAUD L. DUBORG Annapolis Roads Anne Arundel County, Maryland,	:	CIRCUIT
THEODORE G. HOSTER and HELEN C. HOSTER, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	COURT
JOHN ROY McCRONE, JR., and SUE W. McCRONE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
PAUL S. ANDERSON and VIRGINIA L. ANDERSON, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	FOR
AND	:	
MITCHELL E. GIBLO and HELEN D. GIBLO, His Wife Annapolis Roads Anne Arundel County, Maryland	:	ANNE ARUNDEL
Plaintiffs	:	
VS.	:	
WALTER HARMON DICKHAUT 9303 Saybrook Avenue Silver Springs, Maryland	:	
Defendant	:	COUNTY

Filed Aug 30 1950

LAW OFFICES
R. CRESAP DAVIS
ANNAPOLIS, MD.

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That they are the owners of certain improved and/or unimproved lots of ground and land, as hereinafter set forth, in the residential development known as Section "D", and the lands immediately adjoining thereto, in the tract known as "Annapolis Roads", in the Second Election District of Anne Arundel County, Maryland.

2. That approximately twenty-three years ago, the Annapolis Roads Company subdivided a portion of the Annapolis Roads tract into suitable residential building lots and caused to be prepared and placed on record in the office of the Clerk of the Circuit Court for Anne Arundel County, Annapolis, Maryland, a plat of said Section "D" entitled "Annapolis Roads Plat A", said plat now being recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod S, Plat 8. A certified photostatic copy of said plat was filed with the Bill of Complaint marked "Plaintiffs' Exhibit A" and is prayed to be taken as a part hereof.

3. That since that time and pursuant to a uniform plan and scheme of development, the Annapolis Roads Company and/or its successors in title to the remaining land have placed in various deeds conveying lots in said subdivision, and covering all the lots sold in said subdivision, certain restrictions on the nature and manner of use of said lots, which said restrictions are specifically set forth in certain of said deeds filed as exhibits with the Bill of Complaint in this cause.

4. That during the past twenty-three years, the Annapolis Roads Company and its successor, The Equitable Company of Washington, have maintained a Building Committee for the

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ANNAPOLIS, MD.

purpose of enforcing certain of said restrictions above referred to, particularly by acting to give approval and consent to building and landscaping plans of lot owners as provided in covenants numbered (1) and (2) set forth in the deed marked "Plaintiffs' Exhibit B" filed with the Bill of Complaint in this cause.

5. That the Plaintiff, Club Estates, Inc., is the present owner of the remaining unsold portion of the entire Annapolis Roads tract, having acquired same from The Equitable Company of Washington, successor to the Annapolis Roads Company, by deed dated June 7, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH 576, folio 559, and has thereby become the owner of certain unimproved lots in Section "D" of Annapolis Roads as shown on the plat marked "Plaintiffs' Exhibit A" referred to above; and that the Plaintiff, Club Estates, Inc., has appointed a Building Committee to succeed that of The Equitable Company of Washington, as aforesaid.

6. That the Plaintiff, Club Estates, Inc., is now engaged in further development and subdivision of the Annapolis Roads tract, following closely the original uniform plan and scheme of development set up by the Annapolis Roads Company; that Club Estates, Inc., is now engaged in offering for sale and in selling certain of the unimproved lots in Section "D", Annapolis Roads, to which it has acquired title, and has caused to be placed, and will continue to place in all deeds conveying lots of the said subdivision, the same restrictions on the nature and manner of the use of said lots, as heretofore placed in the deeds previously conveying other lots in said subdivision; and that Club Estates, Inc., is now engaged in subdividing certain other portions of the entire Annapolis Roads tract adjacent to Section "D" above referred to, and will subdivide such other areas into suitable residential building lots of approximately the same

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acreage as the lots designated in Section "D", and will impose the same restrictions on the nature and manner of the use of these lots as have been previously generally imposed throughout Section "D".

7. That following the original subdivision and development of Section "D", Annapolis Roads, the first conveyance of a residential building lot in this Section was by a deed from the Annapolis Roads Company to Mrs. Elizabeth Van R. Frazer, dated September 5, 1928, and recorded among the Land Records of Anne Arundel County, in Liber FSR 41, folio 12; that said deed contained certain covenants and restrictions on the nature and manner of use of the lot conveyed which have been followed identically in the deeds conveying the remaining lots in said Section "D", and that the adherence to these said covenants and restrictions shows a uniform plan and scheme of development of Section "D", Annapolis Roads, which has been followed to the present time. A certified copy of said deed was filed with the Bill of Complaint marked "Plaintiffs' Exhibit B", and is prayed to be taken as a part hereof.

8. That the Plaintiffs, Walter E. Hiltabidle and Beatrice B. Hiltabidle, his wife, are the owners of Lots Nos. 3 and 4, Section "D", Annapolis Roads, by deed dated January 29, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH 324, folio 170, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

9. That the Plaintiff, Irwin S. Porter, is the owner of Lot No. 5, Section "D", Annapolis Roads, by deed dated November 20, 1928 and recorded among the Land Records of Anne Arundel County in Liber FSR 43, folio 28, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

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ANNAPOLIS, MD.

10. That the Plaintiffs, Emory C. Rice and Estelle S. Rice, his wife, are the owners of Lots Nos. 6 and 7, Section "D", Annapolis Roads, by deed dated May 19, 1938 and recorded among the Land Records of Anne Arundel County in Liber FAM 184, folio 174, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

11. That the Plaintiff, Maud L. Duborg, was the owner, at the time of the filing of the Bill of Complaint in this cause, of Lot No. 9, Section "D", Annapolis Roads, by deed dated June 12, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 329, folio 273, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

12. That the Plaintiffs, Theodore G. Hoster and Helen C. Hoster, his wife, are the owners of Lots Nos. 15, 17 and 18, Section "D", Annapolis Roads, by deed dated May 1, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHH 359, folio 348, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

13. That the Plaintiffs, John Roy McCrone, Jr., and Sue W. McCrone, his wife, are the owners of Lot No. 16, Section "D", Annapolis Roads, by deed dated December 5, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH 549, folio 542, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

14. That the Plaintiffs, Paul S. Anderson and Virginia L. Anderson, his wife, are the owners of Lots Nos. 20 and 21, Section "D", Annapolis Roads, by deed dated March 9, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH 562, folio 497, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

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ANNAPOLIS, MD.

15. That the Plaintiffs, Mitchell E. Giblo and Helen D. Giblo, his wife, are the owners of Lots Nos. 22 and 23, Section "D", Annapolis Roads, by deed dated April 25, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH 567, folio 430, said deed subject to the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B".

16. That the Defendant, Walter Harmon Dickhaut, formerly owned Lot No. 9, Section "D", Annapolis Roads, by deed dated May 7, 1932 from the Annapolis Roads Company to Anna M. Dickhaut (wife) and Walter Harmon Dickhaut as joint tenants, recorded among the Land Records of Anne Arundel County, Maryland, in Liber FSR 98, folio 252, said deed containing the identical covenants and restrictions as set forth in "Plaintiffs' Exhibit B"; that after acquiring said Lot No. 9, the Defendant submitted building plans for a dwelling to be erected on said lot to the Building Committee of The Equitable Company of Washington, as provided in said covenants, and after being notified by said Company that said plans met with the approval of said Committee and that consent was therefore given to proceed with construction, the Defendant did construct or cause to be constructed, a dwelling house on said lot. A certified copy of said deed to the Defendant and wife was filed with the Bill of Complaint marked "Plaintiffs' Exhibit C", and is prayed to be taken as a part hereof.

17. That the Defendant, Walter Harmon Dickhaut, now owns Lot No. 13, Section "D", Annapolis Roads, by deed from Legh W. Reid to Walter Harmon Dickhaut dated October 18, 1949 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 544, folio 339, and that said deed, by its language, is subject "to the covenants and restrictions of record", the same as set forth in "Plaintiffs' Exhibit B". A certified copy of said deed was filed with the Bill of Complaint marked "Plaintiffs'

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ANNAPOLIS, MD.

Exhibit D", and is prayed to be taken as a part hereof.

18. That on or about May 9, 1950, the Defendant, Walter Harmon Dickhaut, did begin, or cause to be begun, the construction and erection of certain improvements on Lot No. 13, Section "D", Annapolis Roads; that learning of such construction, The Equitable Company of Washington, as the then owner of the remaining unsold Annapolis Roads tract, by C. H. Pope, its President, did on May 22, 1950, mail to the Defendant a registered letter informing him of the restrictions imposed on Lot No. 13, and that before any structure could be erected on said lot, plans for the same must receive the approval of that Company, as owner; that on May 25, 1950, The Equitable Company of Washington received an answer from the Defendant acknowledging his receipt of its letter, and enclosing a blue-print of "plans for a private garage being constructed on Lot 13 Section D. Annapolis Roads." Photostatic copies of the the letter of May 22, 1950; of Defendant's answer thereto; and of Defendant's blue-print submitted with his letter are filed herewith, marked "Plaintiffs' Exhibits E, F and G" respectively, and are prayed to be taken as a part hereof.

19. That following the submission of Defendant's plans as aforesaid, neither the Building Committee of The Equitable Company of Washington, nor the Building Committee of its successor, the Plaintiff, Club Estates, Inc., has given approval to Defendant's plans as submitted, and consent to proceed with any construction of any improvements on said Lot No. 13 has not been given, neither by The Equitable Company of Washington, nor by the Plaintiff, Club Estates, Inc.; that in spite of not having received any consent as aforesaid, the Defendant, since on or about May 9, 1950, has erected or caused to be erected a three-car garage of corrugated metal construction, together with an electric power pole or post attached thereto, and has laid and maintained, or caused to

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ANNAPOLIS, MD.

be laid and maintained, a vehicular runway, on said Lot No. 13, all in violation of the covenants and restrictions imposed on said Lot No. 13 as part of a uniform plan or scheme of development in said Section "D" of Annapolis Roads.

20. That on or about May 9, 1950, the Defendant, Walter Harmon Dickhaut, did cause to be carried out certain earth-moving operations on Lot No. 13, Section "D", Annapolis Roads, by means of a machine known as a "bulldozer"; that with wilfull and wanton disregard for the general landscaping plan and scheme of development of Section "D", Annapolis Roads, and the rights of the owner of the adjoining land, the Defendant did cause or direct said earth-moving operations to be carried out well beyond the borders of Lot No. 13, Section "D", as laid out on the plat filed with the Bill of Complaint as "Plaintiffs' Exhibit A", completely destroying the natural topography and beauty of said Lot No. 13 and the surrounding land now owned by the Plaintiff, Club Estates, Inc., felling and destroying certain shade trees which had been growing on the lands surrounding said Lot No. 13, causing great quantities of earth to be dug away and undermined in some places and pushed and piled up in other places on the lands immediately surrounding said Lot No. 13, thereby altering and changing the natural drainage and flow of surface water and causing destructive erosion and washing away of the soil of the lands immediately surrounding said Lot No. 13, and by said earth-moving and bulldozing operations, greatly diminishing the value of the lands surrounding said Lot No. 13 for residential building lots.

21. That the Plaintiffs are the owners of valuable residential building land and/or lots, and/or have erected, or intend to erect, or are the owners of previously erected valuable dwellings on all or a portion of their respective lots in strict compliance with the covenants and restrictions and the general

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ANNAPOLIS, MD.

plan and scheme of development as set forth in the exhibits filed with the Bill of Complaint, relying upon the said covenants and restrictions and their observance by all others owning or occupying lots in the said Section "D" and the lands surrounding in the Annapolis Roads tract.

22. That the actions of the Defendant as set forth in paragraphs 18, 19 and 20 of this Amended Bill of Complaint are an infringement on the rights of all persons who have purchased land in Section "D" and the area adjacent thereto in the Annapolis Roads tract, and who have constructed dwellings or who have offered or intend to offer for sale residential building lots in compliance with the covenants and restrictions set forth in the aforementioned deeds in this exclusive residential area, relying upon the said covenants and restrictions and their observance by all others; that the Plaintiffs have suffered loss and injury and a depreciation in the value of their property thereby; and that if the Defendant is permitted to carry out further construction and bulldozing on said Lot No. 13 in violation of said covenants and restrictions, the Plaintiffs will suffer further irreparable loss and injury and a depreciation in the value of their property.

TO THE END, THEREFORE:

(a) That this Honorable Court issue a mandatory injunction requiring the Defendant, Walter Harmon Dickhaut, to remove from Lot No. 13, Section "D", Annapolis Roads, the structures referred to in paragraph 19 of this Amended Bill of Complaint and to restore to its former natural topography and contour the surface of the land comprising the said Lot No. 13 and the lands immediately adjacent thereto.

(b) That the Defendant, Walter Harmon Dickhaut, be permanently enjoined from carrying out any further construction, grading and landscaping operations on Lot No. 13, Section "D",

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ANNAPOLIS, MD.

Annapolis Roads, without the consent first had in writing of the Plaintiff, Club Estates, Inc.

(c) That the Plaintiffs may have such other and further relief as their cause in Equity may require.

And as in duty bound, etc.

R. Cresap Davis
R. Cresap Davis
216 Main Street
Annapolis, Md.
Solicitor for Plaintiffs

Paul S. Anderson
Paul S. Anderson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 29th day of AUGUST, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared PAUL S. ANDERSON, one of the above named Plaintiffs, and made affirmation in due form of law that the matter and facts in the foregoing Amended Bill of Complaint are true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

R. Cresap Davis
Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

I certify that on Aug. 30, 1950, a copy of this Amended Bill of Complaint was delivered to Louis M. Strauss, Esq., Solicitor for the Defendant.
R. C. Davis

LAW OFFICES
R. CRESAP DAVIS
ANNAPOLIS, MD.

5-26-50

LIBER 77 PAGE 36

Munsey Building

COPY

May 22, 1950

Mr. W. H. Dickhaut
9303 Saybrook Avenue
Silver Spring, Maryland

Dear Sir:

We notice that you are in process of constructing a garage on Lot 13, Section D, Annapolis Roads, which was conveyed to you by Doctor Reid. This lot contains building restrictions which require that before any structure shall be erected on the premises, it must receive the approval of this Company, as owner.

We beg to advise you that without such approval the building of any structure on the premises is unauthorized and it is therefore requested that you discontinue your present construction and communicate with us at your earliest convenience. We are compelled to hold you strictly accountable for any damages occasioned by a breach of the covenant.

Very truly yours,

THE EQUITABLE COMPANY OF WASHINGTON

By

President

Registered Mail
Return Receipt Requested

PLAINTIFFS' EXHIBIT "E"

LIBER 77 PAGE 37

W. H. DICKHAUT
INVESTMENT BUILDER
SILVER SPRING, MD.

Received 5/25/50

The Equitable Company of Washington
Munsey Building
Washington, D. C.
Attention Mr. C. H. Pope, President

Dear Sir:

Received your letter requesting plans for a private gargge being constructed on Lot 13 Section D. Annapolis Roads.

I wish to state that this is a three car garage, aluminium siding, which will be painted a light cream. If this does not meet your satisfaction I can veneer it with brick, which I would not want to do because of the extra expense.

This garage will be used to store some building equipment which I will use for my future house when I am able to build.

Yours truly,

W. H. Dickhaut
(W. H. Dickhaut)

PLAINTIFFS' EXHIBIT "F"

CLUB ESTATES, INC., et al	:	NO. 10,014 EQUITY
vs.	:	IN THE
WALTER HARMON DICKHAUT 9303 Saybrook Avenue Silver Spring, Maryland	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

ANSWER TO AMENDED BILL OF COMPLAINT

Filed Sept. 7 1950

NOW COMES, Walter Harmon Dickhaut, your Respondent, by Louis M. Strauss, his Attorney, in answer to the Bill of Complaint against him exhibited, says:

1. In answer to Paragraph Number One of the Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

2. In answer to Paragraph Number Two of the Bill of Complaint, your Defendant denies the allegations therein contained.

3. In answer to Paragraph Number Three of the Bill of Complaint, your Defendant denies the allegations therein contained.

4. In answer to Paragraph Number Four of the Bill of Complaint, your Defendant denies the allegations therein contained.

5. In answer to Paragraph Number Five of the Bill of Complaint, your Defendant denies the allegations therein contained and denies the appointment therein named as having any application to your Respondent or his property.

6. In answer to Paragraph Number Six of the Bill of Complaint, your Defendant denies the allegations therein contained.

7. In answer to Paragraph Number Seven, your Defendant neither admits or denies the allegations therein contained.

8. In answer to Paragraph Number Eight of the Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

9. In answer to Paragraph Number Nine of the Bill of Complaint, your Defendant, neither admits or denies the allegations therein contained.

10. In answer to Paragraph Number Ten of the Bill of Complaint, your Defendant, neither admits or denies the allegations therein contained.

11. In answer to Paragraph Number 11 of the Bill of Complaint, your

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Defendant neither admits or denies the allegations therein contained.

12. In answer to Paragraph Number Twelve of the Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

13. In answer to Paragraph Number Thirteen of the Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

14. In answer to Paragraph Number Fourteen of the Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

15. In answer to Paragraph Number Fifteen of the said Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

16. In answer to Paragraph Number Sixteen of the said Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

17. In answer to Paragraph Number Seventeen of the said Bill of Complaint, your Defendant neither admits or denies the allegations therein contained .

18. In answer to Paragraph Number Eighteen of the said Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

19. In answer to Paragraph Number Nineteen of the said Bill of Complaint, your Defendant denies the allegations therein contained.

20. In answer to Paragraph Number Twenty of the said Bill of Complaint, your Defendant denies the allegations therein contained.

21. In answer to Paragraph Number Twenty One of the said Bill of Complaint, your Defendant neither admits or denies the allegations therein contained.

22. In answer to Paragraph Number Twenty Two of the said Bill of Complaint, your Defendant denies the allegations therein contained.

AND having fully answered the said Bill of Complaint, your Defendant prays to be henced dismissed with costs.

Louis M. Strauss, Attorney for Defendant

I hereby certify that on this 7th day of September , 1950, that a copy of the within Answer to Amended Bill of Complaint was mailed to R. Cresap Davis, Esq. Annapolis, Maryland. Service admitted Sept. 8, 1950

R. C. Davis

~~Louis M. Strauss~~, Attorney for ~~Defendant~~ Complainants

CLUB ESTATES, INC., et al.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	
WALTER HARMAN DICKHAUT	:	NO. 10,014 EQUITY

Filed 17 Oct., 1950

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter the appearance of John G. Rouse, Jr., as one of the solicitors for the Complainants in the above entitled case.

John G. Rouse, Jr.

John G. Rouse, Jr.
12 Church Circle
Annapolis, Maryland

CLUB ESTATES, INC. A body corporate 10 Light Street Baltimore, Maryland,	:	NO. 10,014 EQUITY
WALTER E. HILTABIDLE and BEATRICE B. HILTABIDLE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
IRWIN S. PORTER Annapolis Roads Anne Arundel County, Maryland,	:	IN THE
EMORY C. RICE and ESTELLE S. RICE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
MAUD L. DUBORG Annapolis Roads Anne Arundel County, Maryland,	:	CIRCUIT
THEODORE G. HOSTER and HELEN C. HOSTER, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	COURT
JOHN ROY McCRONE, JR., and SUE W. McCRONE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
PAUL S. ANDERSON and VIRGINIA L. ANDERSON, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	FOR
AND	:	
MITCHELL E. GIBLO and HELEN D. GIBLO, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	ANNE ARUNDEL
Plaintiffs	:	
VS.	:	
WALTER HARMON DICKHAUT 9303 Saybrook Avenue Silver Springs, Maryland	:	
Defendant	:	COUNTY

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

Filed 1 Dec., 1960.

LAW OFFICES
R. CRESAP DAVIS
ANNAPOLIS, MD.

NOTICE TO TAKE DEPOSITION

Pursuant to the General Rules of Practice and Procedure, notice is hereby given that the Plaintiffs in the above entitled case intend to take the deposition of Walter Harmon Dickhaut, Defendant, upon oral examination on December 8, 1950, at 3:00 P.M., before Frances P. McWilliams, a Notary Public of the State of Maryland, at #3 Church Circle, Annapolis, Maryland.

R. Cresap Davis
R. Cresap Davis

John G. Rouse, Jr.
John G. Rouse, Jr.
Rouse and Morton
Solicitors for Plaintiffs

I hereby certify that a copy of this Notice was served on Louis M. Strauss, Solicitor for the Defendant, this 1st day of Dec., 1950.

R. Cresap Davis
R. Cresap Davis

LAW OFFICES
R. CRESAP DAVIS
ANNAPOLIS, MD.

CLUB ESTATES, INC. A body corporate 10 Light Street Baltimore, Maryland,	:	NO. 10,014 EQUITY
WALTER E. HILTABIDLE and BEATRICE B. HILTABIDLE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
IRWIN S. PORTER Annapolis Roads Anne Arundel County, Maryland,	:	IN THE
EMORY C. RICE and ESTELLE S. RICE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
MAUD L. DUBORG Annapolis Roads Anne Arundel County, Maryland,	:	CIRCUIT
THEODORE G. HOSTER and HELEN C. HOSTER, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	COURT
JOHN ROY McCRONE, JR., and SUE W. McCRONE, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	
PAUL S. ANDERSON and VIRGINIA L. ANDERSON, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	FOR
AND	:	
MITCHELL E. GIBLO and HELEN D. GIBLO, His Wife Annapolis Roads Anne Arundel County, Maryland,	:	ANNE ARUNDEL
Plaintiffs,	:	
VS.	:	
WALTER HARMON DICKHAUT 9303 Saybrook Avenue Silver Springs, Maryland,	:	
Defendant.	:	COUNTY

- -

Filed 24 Apr., 1951

LAW OFFICES
R. CRESAP DAVIS
ANNAPOLIS, MD.

SUGGESTION OF DEATH

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, by R. Cresap Davis and John G. Rouse, Jr., their Solicitors, respectfully suggest to this Honorable Court that pending this action, the Defendant, Walter Harmon Dickhaut, departed this life intestate on December 31, 1950, and that Letters of Administration have been granted on his personal estate to Annie M. Dickhaut, of 9303 Saybrook Avenue, Silver Springs, Maryland.

Wherefore, the Plaintiffs, by their said Solicitors, move that the said cause be continued, to the end that the said Annie M. Dickhaut, Administratrix as aforesaid, may appear and be admitted as Defendant in this case.

R. Cresap Davis

John G. Rouse Jr.

LAW OFFICES
R. CRESAP DAVIS
ANNAPOLIS, MD.

CLUB ESTATES, INC., et al	:	IN THE
vs.	:	CIRCUIT COURT
ANNIE M. DICKHAUT, Administratrix of the Estate of WALTER HARMON DICKHAUT, Deceased, 9309 Saybrook Avenue Silver Spring, Maryland.	:	FOR ANNE ARUNDEL COUNTY No. 10,014 EQUITY

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AMENDED ANSWER AND CONSENT TO DECREE

- - - - - - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Defendant, Annie M. Dickhaut, Administratrix of the estate of Walter Harmon Dickhaut, deceased, by her Solicitor, Louis M. Strauss, and for an amended answer to the amended Bill of Complaint against the original Defendant, Walter Harmon Dickhaut, herein exhibited, respectfully shows:

That she admits the allegations of said amended Bill of Complaint and consents to the passage of a decree granting the relief therein prayed.

And, as in duty bound, etc.

Louis M. Strauss

Louis M. Strauss, Solicitor
Towns-Worth Building
Annapolis, Maryland

Filed 25 Oct. 1951

CLUB ESTATES, INC., et al	:	
vs.	:	IN THE
ANNIE M. DICKHAUT, Administratrix of the estate of	:	CIRCUIT COURT
	:	FOR
WALTER HARMON DICKHAUT, Deceased,	:	ANNE ARUNDEL COUNTY
9309 Saybrook Avenue Silver Spring, Maryland.	:	No. 10,014 EQUITY
	:	

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

D E C R E E

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

This cause standing ready for hearing, and the Defendant having filed an Amended Answer and Consent to Decree admitting the allegations of the Amended Bill of Complaint and consenting to the passage of a decree granting the relief therein prayed, the proceedings were read and considered by the Court.

It is, thereupon, this 25th day of October, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the covenants and restrictions on the nature and manner of use of the lots in Section "D", Annapolis Roads, as set forth in Plaintiffs' Exhibit "B", and as adhered to under a uniform plan and scheme of development of said Section "D", Annapolis Roads, be and the same are hereby declared to apply to and be binding upon that lot or parcel of ground described and known as Lot No. 13, Section "D", Annapolis Roads, as shown upon a plat entitled "Annapolis Roads Plat A", recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet 1, Rod S, Plat 8.

(2) That the Defendant, her heirs, executors, administrators and assigns remove or cause to be removed, within ninety days, from the lot described as Lot No. 13, Section "D", "Annapolis Roads Plat A", recorded among the Plat Records of

Filed 25 Oct., 1951

Anne Arundel County as aforesaid, the building or structure now existing thereon.

(3) That the Defendant, her heirs, executors, administrators and assigns, within ninety days, restore or cause to be restored to its former natural topography and contour the surface of the land comprising the said Lot No. 13 and the lands immediately adjacent thereto.

(4) That the Defendant, her heirs, executors, administrators and assigns be and the same are enjoined from locating or constructing any building, structure, or other improvement on the aforesaid Lot No. 13 until plans for the location and construction thereof are approved by the Plaintiff, CLUB ESTATES, INC., its successors, nominees or assigns, as provided by the covenants and restrictions as set forth in Plaintiffs' Exhibit "B" aforesaid, and unless such location or construction complies in all details with said covenants and restrictions.

And it is further ADJUDGED, ORDERED and DECREED that the Plaintiff, CLUB ESTATES, INC., pay the costs of these proceedings.

Benjamin Michaelson
Judge

RWB:RF
6-23-52

LIBER 77 PAGE 48

THE INDIAN LANDING BOAT CLUB OF ANNE ARUNDEL COUNTY, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT
v.	:	FOR
ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, Defendants	:	
- - - - - - - - - - - - - - - - - - - -	:	
ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, Cross-Plaintiffs	:	ANNE ARUNDEL COUNTY
v.	:	
THE INDIAN LANDING BOAT CLUB OF ANNE ARUNDEL COUNTY, a body corporate, Cross-Defendant	:	(No.10,276 EQUITY)

Filed 3 July, 1952

PETITION TO BE MADE PARTIES

EDWARD S. HATCH and NAN EDITH HATCH, his wife, by Edward C. Bell, Jr., their attorney, represent to this Honorable Court that they have entered into a contract with the original plaintiffs herein to purchase from them the property involved in this litigation and also have executed a written Agreement with the original parties to this litigation for the purpose of settling the same and submitting to a Decree of this Honorable Court which will adopt the provisions of such Agreement.

WHEREFORE, your petitioners request that an order be passed making them parties herein.

Edward C. Bell, Jr.

Edward S. Hatch
Nan Edith Hatch

Filed 3 July, 1952

O R D E R

Upon the foregoing petition, it is ORDERED by the Circuit Court for Anne Arundel County this 3d day of ~~June~~ July, 1952, that Edward S. Hatch and Nan Edith Hatch, his wife, be and they hereby are made parties for all purposes to the above entitled case pending in this Court.

Benjamin Michaelson
Judge

THE INDIAN LANDING BOAT CLUB OF ANNE ARUNDEL COUNTY, a body corporate, Plaintiff	*	NO. 10,276 EQUITY
v.	*	IN THE
ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, Defendants	*	CIRCUIT COURT
- - - - - - - - - - - - - - - - - -	*	FOR
ELMORE L. CLAYTON, and DOROTHY R. CLAYTON, his wife, Cross-Plaintiffs	*	ANNE ARUNDEL COUNTY
v.	*	
THE INDIAN LANDING BOAT CLUB OF ANNE ARUNDEL COUNTY, a body corporate, Cross-Defendant	*	

* * *

ANSWER OF CROSS-DEFENDANT TO
CROSS BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Indian Landing Boat Club of Anne Arundel County, a corporation, Cross-Defendant, answering the Cross-Bill of Complaint filed herein, respectfully says:

1, Answering Paragraphs 1 and 2 thereof, Cross-Defendant neither admits nor denies that Cross-Plaintiffs "were misled unintentionally" as to their frontage, as alleged, but states that if they were such was due to their own negligence and carelessness since their recorded deed definitely called for a frontage of eighty feet (80') on the Severn River; further that by their purchase money mortgage to the United Federal Savings and Loan Association, dated March 29, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 402 folio 320, executed by said Cross-Plaintiffs, the shore line of their property was so described and, further, both deed and mortgage were delivered by the Clerk to Dorothy Clayton, therefore, its extent or length must have been known to them; further, that in any event the

Cross-Plaintiffs are legally estopped from denying knowledge of the extent of their property which was a matter of public record and that their failure to know the same is no defense in law or equity to trespasses and/or encroachments upon the property of the Cross-Defendant.

2. Answering Paragraph 3, the Cross-Defendant admits that some of its members (not, however, "charter members") are or have been customers of the Cross-Plaintiffs; it admits that some of such members (but not "charter members") doubtless saw and knew of the erection of the building referred to in the original Bill of Complaint and Answer thereto and/or some of the other "improvements" (encroachments), but it denies that any such persons were agents or acting as agents of the Cross-Defendant or that their knowledge was in any manner or degree attributable to or binding on the Cross-Defendant.

And further answering said Paragraph 3, although said Paragraph does not specifically allege that any such persons knew that the aforesaid building was partly on property of the Cross-Defendant, the Cross-Defendant denies that any of its members, whether an officer or agent, or not, had any such knowledge until shortly before the original Bill of Complaint herein was filed, as hereinafter stated.

3. Answering Paragraph 4, the Cross-Defendant admits receipt of the letter of March 9. It alleges that said letter was written shortly after the Cross-Plaintiffs had greatly extended their area of operations and had greatly extended and enlarged the previously existing non-conforming use by bulldozing large parking areas in the direction of the property of the Cross-Defendant, whereupon the Cross-Defendant, for the first time having occasion to believe that the Cross-Plaintiffs might have encroached upon its property, employed the said J. Revell Car, Esq. to make a survey as recited in Paragarph 4 of the original Bill of Complaint. Cross-Defendant further alleges, upon information and belief, that

it was only after the making of such survey and the placing of markers by said Carr that Cross-Plaintiffs consulted their attorney who thereafter and as a result thereof wrote said letter of March 9, 1951.

4. That it admits the correspondence referred to in Paragraph 5 and admits that the so-called "proposals" made by the Cross-Plaintiffs were not acceptable to nor accepted by the Cross-Defendant; further the Cross-Defendant alleges that although the Cross-Plaintiffs have acknowledged both before and since this suit that the line laid down by J. Revell Carr is correct, they have at all times been and remain absolutely recalcitrant, intractable and arbitrary towards any and all requests to remove encroachments and cease trespassing as alleged in Paragraph 7 of the original Bill of Complaint.

5. That it denies the allegations of Paragraph 6 of the Cross-Bill.

6. That it denies the belief and conclusions averred in Paragraph 7 of the Cross-Bill and alleges that the Cross-Plaintiffs cannot legally acquire property rights against the Cross-Defendants by reason of their own reckless and negligent acts in the fact of either actual or imputed knowledge of their own property lines which were a matter of public record.

7. That the Cross-Defendant adopts and alleges as fully as it set forth at length herein all of the allegations of its original Bill of Complaint heretofore filed herein.

8. And further answering the entire Cross-Bill of Complaint, the Cross-Defendant alleges that although it owns a total of 100 acres of property as alleged in Paragraph 4 of Defendants' Answer to the original Bill of Complaint, nevertheless the tract actually used for Club purposes consists only of 18¼ acres as shown on the survey of J. Revell Carr, Esq., dated July, 1951 and attached hereto as Cross-Defendant's "Exhibit 1" and prayed to be taken as a part hereof; that, as shown on said Exhibit, the property upon

which the Cross-Plaintiff has encroached and trespassed is part of said 18¼ acre tract; and that the Cross Plaintiff has need for said entire 18¼ acre tract for its present use and future development of its recreational facilities as a boating and social club.

9. And further answering the entire Cross-Bill of Complaint, the Cross-Defendant alleges that the Cross-Plaintiffs have continued since the filing of the original Bill of Complaint and injunction herein to trespass and encroach on the property and rights of the Cross-Defendant; that the Cross-Plaintiffs have ignored and flaunted repeatedly in many respects the injunction heretofore issued by this Honorable Court; that Cross-Plaintiffs since the filing of the original Bill of Complaint herein, have constructed a high permanent wharf or pier with between 35 and 40 driven piles projecting far out into the Severn River in place of a much smaller, lower and shorter temporary floating wharf, a portion of which wharf and the piles therefor are in front of the Cross-Defendant's property to the north of the dividing line shown on Exhibit 1; that the Cross-Plaintiffs, since the insititution of these proceedings, have moored a number of additional boats directly in front of the Cross-Defendant's property to the north of the property line; and that Cross-Plaintiffs have, since the institution of these proceedings, installed a tank or tanks and a pump or pumps on their own property near said new wharf for the selling of gasoline.

10. And further answering the entire Cross-Bill of Complaint, the Cross-Defendant alleges that the various encroachments and trespasses made by the Cross-Plaintiffs on and over the property of Cross-Defendant and against its riparian rights and the various and continued illegal extensions, both before and after institution of these proceedings, of the relatively minor non-conforming use which existed on September 27, 1949, and the negligent and indifferent attitude, course of action of and expansion of their business by the Cross-Plaintiffs have resulted in an illegal taking

and destruction of portions of the Cross-Defendant's property and property and riparian rights and have greatly depreciated the value of all of the Cross-Defendant's immediate Club property consisting of 18¼ acres as shown on said Exhibit 1 and will, if not completely and entirely removed and permanently enjoined, continue to destroy, damage and depreciate the Cross-Defendant's entire said property and rights.

WHEREFORE, the Cross-Defendant respectfully prays:

1. That the Cross-Bill of Complaint be dismissed with costs to the Cross-Defendant.

2. That the allegations of this Answer to the Cross-Bill be taken and considered together with those in the original Bill of Complaint as an amendment thereof.

3. That it be granted the relief prayed in its original Bill of Complaint herein.

4. And that it may have such other and further relief as the nature of its case may require.

AND as in duty bound, etc.

Reynolds W. Baldwin
Mdd

Marvin L. Andrews
Solicitors for Cross-Defendant

THE INDIAN LANDING BOAT CLUB OF ANNE ARUNDEL COUNTY, a body corporate.

By Charles A. Bechtold
President

Cross-Defendant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of September, 1951, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CHARLES A. BECHTOLD, President of The Indian Landing Boat Club of Anne Arundel County, a corporation, and made oath in due form of law that the matters and facts set forth in the foregoing Answer to the Cross Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Gill Meade
Notary Public

Copy mailed to Lynwood L. Clark Esq. September 13, 1951.

Marvin L. Andrews
Of Counsel for Complainant

RWB:RF
5-26-52

LIBER 77 PAGE 54

THIS AGREEMENT made as of this 20 14 day of June, 1952, by and between THE INDIAN LANDING BOAT CLUB, a Maryland corporation, (hereinafter called "The Club") First Party, and ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, jointly and severally, (hereinafter called "The Claytons"), Second Parties, and EDWARD S. and NAN EDITH HATCH his wife, jointly and severally, (hereinafter called "The Hatches"), Third Parties.

R E C I T A L S

The Claytons own a parcel of land situated in the Second District of Anne Arundel County which fronts approximately 80 feet on the Severn River, 119 feet on the Indian Landing Road and which binds along its northeast boundary on a 14½ acre tract owned by The Club for a distance of approximately 490 feet. On July 17, 1951, The Club filed a Bill of Complaint against The Claytons in the Circuit Court for Anne Arundel County, Maryland, captioned "The Indian Landing Boat Club of Anne Arundel County, a body corporate, Plaintiff vs. Elmore L. Clayton and Dorothy R. Clayton, his wife, Defendants", etc. The Club thereupon obtained an order of Court enjoining The Claytons in respect of certain matters mentioned in said Bill of Complaint. On August 13, 1951, The Claytons filed in said Court their Answer to said Bill of Complaint and also filed a Cross Bill of Complaint against The Club. On August 17th and 18th, 1951, hearings were held before His Honor, Judge Michaelson, Judge of the Circuit Court for Anne Arundel County, in respect of certain matters involved in the foregoing injunction, as a result of which said injunction was continued and still is in full force and effect. On September 13, 1951, The Club filed its Answer to the Cross Bill of Complaint of The Claytons. The aforesaid pleadings and the various supporting exhibits on file therewith in the Clerk's Office of the Circuit Court for Anne Arundel County in the aforementioned law suit, which is designated case "No. 10276 Equity", contain all of the contentions of the parties hereto, and reference thereto is hereby made for a more particular statement of the circumstances leading to the execution of this Agreement. Simultaneously with the execution hereof, The Hatches will enter into an agreement with The Claytons for the

Filed 3 July, 1952

purchase of the entire property of The Claytons hereinabove referred to, including all improvements and the business conducted thereon as hereinafter described. The parties hereto, in order to save time and expense and to avoid the uncertainty and costs of continued litigation, have negotiated, compromised, agreed and settled their respective contentions, rights and liabilities and desire to establish the same by an agreement in writing to be adopted by and incorporated into a decree of said Court, with the same force and effect as if the matters in controversy had been litigated and made the subject of a decree of said Court in the ordinary course. For simplicity, whenever "The Claytons" or "The Claytons and their assigns" are referred to hereinafter such shall include also "The Hatches".

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and of the covenants, agreements and promises of the parties herein contained and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do agree and covenant as follows:

1. That they recognize the survey of Revell Carr, Esq. as shown on plats dated March and July, 1951, and filed as exhibits among the papers in the aforesaid case in the Circuit Court for Anne Arundel County, No. 10276, Equity, and particularly the boundary line between the property of the respective parties as shown thereon and by the markers set on the ground by said Carr on or along said line.

2. That they recognize as the line of demarcation of the riparian rights between the parties on and in the Severn River a line drawn to the center of the River at right angle to the shore line as shown on the aforesaid plats of Revell Carr, beginning at the point marked by the nail set by said Revell Carr in the log bulkhead marking the line at the Severn River between the properties of the respective parties, said line of riparian rights being generally along the north edge of the main portion of the new permanent pier recently constructed by The Claytons.

3. The Claytons shall at once remove all portions of said new

permanent pier projecting across and to the north of the aforesaid line of demarcation of riparian rights, including all that part of the extension or T at the north end of said pier which is over the line of riparian rights described in Paragraph 2 hereof; further that they will not moor, tie or anchor or otherwise place or keep any boats, craft, floats or structures of any kind at or along the north edge or side of said pier or in the Severn River to the north of said pier opposite the property of the Indian Landing Boat Club to the center of the Severn River and will not permit their customers, guestsor other persons to do so.

4. The parties shall, at equal cost to each side, construct and thereafter perpetually maintain in good condition an anchor post residential type fence, four feet high, with steel posts set in concrete, along the full length of the dividing line between their respective properties. The portion of such fence between the shore line and the rear or east side of the concrete block building hereinafter mentioned or the point or line where the rear or east side thereof formerly stood, shall be completed on or before July 1, 1952. The remaining portion shall be completed not later than June 1, 1953. Bids shall be secured for the construction of said fence and it shall be constructed at the least practicable cost for a strong and well built fence of the type described.

5. The parties agree that the present and future use and occupancy of The Clayton property and business or trade as a non-conforming use under and notwithstanding the provisions and effect of the Zoning Law of Anne Arundel County (Code of Anne Arundel County, Secs. 611 to 617, inclusive, enacted pursuant to Laws of the State of Maryland, Acts of 1947, Ch. 388), which said law or ordinance became effective September 27, 1949, and under any and all amendments thereof and under any and all other zoning laws and ordinances and amendments thereto which heretofore have been and which may be hereafter enacted, shall be and hereby is limited and restricted to the nature and extent of the use and occupancy thereof existing as of January 1, 1950, or its equivalent, which, for the purposes of this agreement hereby is established as follows:

(a) The existing concrete block building which presently encroaches upon the land of The Club shall be torn down and removed from its present site, and a new building not over one story high and occupying an outside area of not over 772 square feet may be erected by The Claytons or their assigns under and pursuant to the building permit obtained January 18, 1952 by The Claytons, which new building shall be utilized only for the business purposes and uses for which said concrete block building previously had been used, namely as a shop for small boat construction, but only for the replacement of the boats owned by The Claytons as specified in Paragraph 5 (j) hereof, and for the storage, service and repair of small boats and motors, and as a store with a stock of merchandise worth not over $1,000.00 for the sale solely of sandwiches, ice cream, non-alcoholic beverages, tobacco, candy and fishing tackle.

(b) The building or shack near the county road at the top of the hill in the northeast corner of The Claytons' property will be torn down and removed by The Claytons or their assigns, and The Claytons or their assigns may add one additional bedroom to and at the southeast corner of the dwelling house presently standing upon The Clayton property which shall not exceed 14 x 18 feet one story high.

(c) The parties recognize and agree that one room 12 x 14 feet in size in the main dwelling house on The Clayton property recently has been and now is being used in lieu of a portion of the aforesaid concrete block building which is being or is to be torn down and removed, as a store for the sale solely of sandwiches, ice cream, non-alcoholic beverages, tobacco, candy and fishing tackle and that such use of said room may be continued; further, that an additional space not exceeding 8 x 5 feet in size may be added to or partitioned into said room in order to house one stove, one refrigerator or ice box and one sink for use in connection with said store, but that no other rooms, porch or space whatever in or about said dwelling house may be used at any time for or in conjunction with said store or for any of the other business uses specified in Paragraph 5 (a).

The parties further recognize and agree that the concrete block building which is being or is to be torn down and removed is 28 x 35 feet in outside dimensions, or 980 square feet overall and is one story high, and that said entire building was devoted to business use on January 1, 1950; further that the total of the area occupied by the new building to be built pursuant to Paragraph 5 (a) hereof, plus the area of the aforesaid 14 x 12 feet store room and the additional 8 x 5 foot space in the dwelling as described above, shall not exceed said 980 square feet, and that said new building shall be one story in height. However, if at any time in the future the Claytons or their assigns wish to cease completely the use of said store room and additional space in the dwelling house described above, they may add an equivalent area to said new building to be devoted to the same business uses as said dwelling house areas, but in such event the total area of said new building so extended or added to shall not exceed a total of 980 square feet calculated by its outside dimensions.

(d) The one presently existing marine railway engine and other apparatus used in connection therewith shall be maintained as at present.

(e) The one presently existing overhead crane, chain fall and other apparatus used in connection therewith shall remain as at present.

(f) The one presently existing gasoline dispensing unit and tank supplying the same may be moved and maintained at a more convenient location at or near the Severn River. Only one gasoline dispensing unit may be maintained.

(g) The one presently existing permanent pier or wharf and the two presently existing floating wharves shall not be enlarged nor extended in any direction, but may be maintained in good repair.

(h) Mooring piles or stakes placed, used or maintained in the Severn River, separate from said wharves or piers, shall be limited to six (6).

(i) Automobile and truck parking facilities shall not be enlarged and shall be maintained as they existed on November 1, 1951.

(j) Boats and floating craft of any and all kinds owned or used for hire or rental by The Claytons and kept on land or in or on the Severn River at or near The Clayton and The Club properties shall be limited to twenty-five (25) rowboats, including three (3) with inboard motors and one (1) motor cruiser; no other motorboats of any kind shall be owned or kept for hire by them at said locations. Outboard motors owned or kept for rental by The Claytons shall be limited to seven (7).

(k) Boats or craft stored, moored, anchored, serviced, or in any manner kept by The Claytons or permitted to be kept by others on land or in the Severn River at or near the The Clayton and The Club properties, whether temporarily or otherwise, for customers, owners or others shall be limited to thirty boats of all kinds, including cruisers, runabouts, speed boats, rowboats, canoes, skiffs and other floating craft of any kind; outboard motors kept, stored or serviced for customers or others shall be limited to fifteen (15) at any one time.

The Claytons agree and covenant that the business and trade conducted on their property, on or at the piers and wharves and on or in the waters of the Severn River adjacent or near thereto, was on January 1, 1950, is now and shall hereafter be limited to the operation of a marine service station for the repair, overhaul, rental and storage of small boats and motors, the hiring of small boats for fishing and pleasure parties, gasoline and oil sale and service, marine railway for small boats and craft, a store with a stock of merchandise not to exceed $1,000.00 in value for the sale of only the products specifically listed in (a) above, the keeping and sale of fishing bait and the renting of overnight accommodations. They further agree and covenant that no other business, trade or commercial occupation of any character whatsoever shall be carried on upon said premises or on the wharves and piers or on or in the waters adjacent or near thereto; and that no floating rafts, houses or other structures shall be built or maintained in or on the

water, that the pile driving barge and apparatus now at the wharves shall be removed, that no other trade, business or commercial structures except those specifically provided for herein, shall be constructed on the wharves or land or in or on the water and that no presently existing trade, business or commercial structures shall be enlarged or extended except as specifically provided for herein.

6. The Claytons agree not to trespass, encroach on or use, and to restrain and prevent their customers from trespassing on, encroaching on or using the property of the Club.

7. As liquidated damages for the commission of the acts alleged in the original Bill of Complaint herein, damages sustained to the property and to the value of the property of The Club, and expenses to said Club entailed by said litigation, The Claytons agree to pay to The Club the total sum of $1250.00 and to pay the court costs of said litigation. Any contract or deed made by The Claytons with reference to said parcel of ground owned by them and referred to herein shall incorporate this Agreement therein by specific reference hereto and the terms hereof and the Decree of Court based hereon, hereinafter referred to, shall run with said land and bind the grantees thereunder, their heirs, personal representatives and assigns.

8. This Agreement shall pertain and apply to the entire property presently owned by The Claytons near the property of The Club and also to any and all other property in the immediate vicinity which hereafter may be purchased by them or by their assigns or nominees, and to the waters of the Severn River opposite and in the immediate vicinity thereof.

9. The Claytons agree that at reasonable times hereafter, a representative of The Club may come upon their property for the purpose of ascertaining that this Agreement is being carried out, as long as all or part of the same remains devoted to public business use, and only so long as all or a material part of the property presently owned by The Club is owned by The Club and used for Club purposes; further, they agree that photographs of their property, piers, installations and boats may be taken by or on behalf of The Club upon execution of this Agreement.

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10. It is agreed that The Claytons may erect and maintain on their said property not over two business or advertising signs, one to be located at or near the public road and the other at or near the Severn River. Said signs shall not exceed two by four feet in size and shall be in lieu of any and all other existing signs for advertising or business purposes.

11. The parties hereto agree not to attempt to avoid or evade the terms hereof by acting indirectly through a nominee or a corporation or others or in any other manner whatsoever.

12. Each of the parties hereto releases, acquits, discharges and exonerates the other from all claims, demands, actions, causes of action, liabilities of every nature whatsoever not specifically covered and provided for herein.

13. The parties hereby agree and consent that the provisions of this Agreement shall be incorporated in a consent decree to be signed by the Judge of the Circuit Court for Anne Arundel County, such decree to be final and to have and to be given the same force and effect as if this case had been litigated to a conclusion and said decree passed as the final judgment of said Court and the time for appeal thereof expired.

14. All provisions of this Agreement and said decree of court, shall bind the parties hereto, their survivor, heirs, personal representatives, successors and assigns, and shall run with title to the land owned by the respective parties so long as all or any part of The Claytons' property is devoted to any business use and so long as all or a material part of the property presently owned by The Club is used for Club purposes, but no longer.

15. The Hatches join herein, in consideration of the premises and execution hereof by the other parties hereto and for other valuable considerations acknowledged to be moving to them as the direct result of this Agreement and the sale to them of the property of The Claytons, to covenant and agree jointly and severally that they, their survivor, their heirs, personal representatives and assigns shall be bound by all of the terms, covenants and conditions hereof and by the Decree of Court passed or to be passed pursuant

thereto and that the same shall run with the land and with their title to the property purchased or being purchased by them from said Claytons.

16. It is fully understood and agreed that the Club is entering into and executing this Agreement solely on its faith in the Hatches and that if for any reason the purchase of The Clayton property by the Hatches shall not be consummated and settled for, then this Agreement shall be absolutely null and void.

17. This instrument contains the final and entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have jointly and severally executed this Agreement the day and year first above written.

ATTEST:

Genera H. Anderson
Secretary

THE INDIAN LANDING BOAT CLUB, INC.

By Charles A. Bechtold
President
FIRST PARTY

WITNESS:

William W. [illegible]

Elmer L. Clayton (SEAL)
Elmer L. Clayton

William W. [illegible]

Dorothy R. Clayton (SEAL)
Dorothy R. Clayton
SECOND PARTIES

Edward C. Bell Jr.

Edward S. Hatch (SEAL)
Edward S. Hatch

Edward C. Bell Jr.

Nan Edith Hatch (SEAL)
NAN EDITH Hatch
THIRD PARTIES

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STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 20th day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Charles A Bechtold President of The Indian Landing Boat Club, Inc., a Maryland corporation, and acknowledged the foregoing Agreement to be the deed and act of said corporation.

WITNESS my hand and Notarial Seal.

A Gill Meade
Notary Public

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 2nd day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, and acknowledged the foregoing Agreement to be their joint and several act.

WITNESS my hand and Notarial Seal.

William W. Townshend Jr.
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared EDWARD S. HATCH and HATCH, his wife, and acknowledged the foregoing Agreement to be their joint and several act.

WITNESS my hand and Notarial Seal.

William W. Townshend Jr.
Notary Public

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RWB:RF
6-23-52

LIBER 77 PAGE 64

THE INDIAN LANDING BOAT CLUB OF ANNE ARUNDEL COUNTY, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT
v.	:	
ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, Defendants	:	FOR
- - - - - - - - - - - - - - - - - - -	:	
ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, Cross-Plaintiffs	:	ANNE ARUNDEL COUNTY
v.	:	
THE INDIAN LANDING BOAT CLUB OF ANNE ARUNDEL COUNTY, a body corporate, Cross-Defendant	:	(NO. 10,276 EQUITY)

Filed 3 July, 1952.

D E C R E E

This case having come on for hearing and determination and having been submitted to the Court for Final Decree on the pleadings herein and under and pursuant to an Agreement executed by and between the original parties hereto, The Indian Landing Boat Club, a Maryland corporation (hereinafter called "The Club") and ELMORE L. CLAYTON and DOROTHY R. CLAYTON, his wife, (hereinafter called "The Claytons") and also EDWARD S. HATCH and NAN EDITH HATCH, his wife, (hereinafter called "The Hatches"), who have been made additional parties hereto, which Agreement has been made a part of the record herein, and the papers, exhibits and Agreement herein having been read and considered, it is hereby ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County this 3d day of July, 1952, that the injunction heretofore granted in this case be and it hereby is made perpetual and it is FURTHER ORDERED, ADJUDGED and DECREED and the parties hereto hereby are FURTHER RESTRAINED and ENJOINED as follows:

1. That the survey of Revell Carr, Esq., as shown on plats dated March and July, 1951, and heretofore filed herein as exhibits, correctly and accurately shows the true boundary line between the properties of the respective parties and that the markers set in or on the ground by said Carr purporting to mark said boundary do correctly and accurately mark and show the same.

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2. That the line of demarcation of the riparian rights between the parties on and in the Severn River is the line drawn to the center of said River at right angle to the shoreline as shown on the aforesaid plats of Revell Carr, beginning at the point marked by the nail heretofore set by said Revell Carr in the log bulkhead marking the line at the Severn River between the properties of the respective parties, said line of riparian rights being generally along the north edge of the main portion of the new permanent pier constructed by The Claytons;

3. That The Claytons shall at once remove all portions of said new permanent pier and any and all pilings and other structures which project across and to the north of the aforesaid line of demarcation of riparian rights, including all that part of the extension or T at the north end of said pier which is over the line of riparian rights described in Paragraph 2 hereof; and that they shall not moor, tie or anchor or otherwise place or keep any boats, craft, floats or structures of any kind at or along the north edge or side of said pier or in the Severn River to the north of said pier opposite the property of the Indian Landing Boat Club to the center of the Severn River and shall not permit their customers, guests or other persons to do so;

4. That the parties shall, at equal cost to each side, construct and thereafter perpetually maintain in good condition an anchor post residential type fence, four feet high, with steel posts set in concrete, along the full length of the dividing line between their respective properties. The portion of such fence between the shore line and the rear or east side of the concrete block building hereinafter mentioned or the point or line where the rear or east side thereof formerly stood, shall be completed on or before August 1, 1952. The remaining portion shall be completed not later than June 1, 1953. Bids shall be secured for the construction of said fence and it shall be constructed at the least practicable cost for a strong and well built fence of the type described;

5. That the present and future use and occupancy of The Clayton property and the improvements, structures and utilities thereon or used in connection therewith and the business or trade as a non-conforming use carried

on under and notwithstanding the provisions and effect of the Zoning Law of Anne Arundel County (Code of Anne Arundel County, Secs. 611 to 617, inclusive, enacted pursuant to Laws of the State of Maryland, Acts of 1947, Ch. 388, effective September 27, 1949) and under any and all amendments thereof and substitutes therefor and under any and all other zoning laws and ordinances and amendments thereto which heretofore have been and which hereafter may be enacted, shall be and they hereby are limited and restricted to the nature and extent of the use and occupancy thereof existing as of January 1, 1950, or its equivalent and for no other use, which use and occupancy and the improvements, structures and utilities in connection therewith are hereby established as and restricted and limited to the following:-

(a) the existing concrete block building which presently encroaches upon the land of The Club shall be torn down and removed from its present site and, in lieu thereof, a new building not over one story high and occupying an area of not over 772 square feet, according to its outside dimensions, may be erected by The Claytons or their assigns under and pursuant to the building permit obtained January 18, 1952 by The Claytons, which new building shall be utilized only for the business purposes and uses for which said concrete block building previously had been used, namely as a shop for small boat construction (but only for the replacement of the boats owned by The Claytons as specified in Paragraph 5 (k) hereof), and for the storage, service and repair of small boats and motors, and as a store with a stock of merchandise worth not over $1,000.00 for the sale solely of sandwiches, ice cream, non-alcoholic beverages, tobacco, candy and fishing tackle;

(b) the building or shack near the county road at the top of the hill in the northeast corner of The Claytons' property shall be torn down and removed by The Claytons or their assigns, and The Claytons or their assigns, in lieu thereof, may add one additional bedroom at the southeast corner of the dwelling house presently located on The Clayton property, which room shall not exceed 14 x 18 feet, one story high;

(c) the use of the room 12 x 14 feet in size in the main dwelling house on The Clayton property, which room recently has been used in lieu of a portion of the aforesaid concrete block building which is being or is to

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be torn down and removed, as a store for the sale solely of sandwiches, ice cream, non-alcoholic beverages, tobacco, candy and fishing tackle, may be continued for such business uses only, and an additional space not exceeding 8 x 5 feet in size may be added to or partitioned into said room in order to house one stove, one refrigerator or ice box and one sink for use in connection with said store, but no other rooms, porch or space whatever in or about said dwelling house may be used at any time for or in conjunction with said store or for any of the other business uses specified in Paragraph 5 (a);

(d) in view of the fact that the concrete block building which is to be torn down and removed is 28 x 35 feet in outside dimensions, or 980 square feet overall, one story high and was devoted to business use as aforesaid on January 1, 1950, the total of the area occupied by the new building to be built pursuant to Paragraph 5 (a) hereof, plus the area of the aforesaid 14 x 12 feet store room and the additional 8 x 5 foot space in the dwelling as described above, shall not exceed said 980 square feet calculated by its outside dimensions, and said new building shall be limited to one story in height. However, if at any time in the future the Claytons or their assigns wish to cease completely the described business use of said store room and additional space in the dwelling house described above, they may add an equivalent area to said new building to be devoted to the same business uses as said dwelling house areas, but in such event the total area of said new building so extended or added to shall not exceed a total of 980 square feet calculated by its outside dimensions;

(e) the one presently existing marine railway engine and other apparatus used in connection therewith shall remain as at present;

(f) the one presently existing overhead crane, chain fall and other apparatus used in connection therewith shall remain as at present;

(g) the one presently existing gasoline dispensing unit and tank supplying the same may be moved and maintained at a more convenient location at or near the Severn River, but only one gasoline dispensing unit may be maintained;

(h) the one presently existing permanent pier or wharf and the two presently existing floating wharves connected with the shore shall not be enlarged nor extended in any direction, but may be maintained in good repair; all other floating wharves or rafts shall be removed;

(i) mooring piles or stakes placed, used or maintained in the Severn River, separate from said wharves or piers, shall be limited to six (6) and shall not be located to the north of the line of riparian rights hereinbefore described;

(j) automobile and truck parking facilities shall not be enlarged and shall be maintained as they existed on November 1, 1951;

(k) boats and floating craft of any and all kinds owned or used for hire or rental by The Claytons and kept on land or in or on the Severn River at or near The Clayton and The Club properties shall be limited to twenty-five (25) rowboats, including three (3) with inboard motors and one (1) motor cruiser and no other motorboats of any kind shall be owned or kept for hire by them at said locations; outboard motors owned or kept for rental by The Claytons shall be limited to seven (7);

(l) boats or craft stored, moored, anchored, serviced, or in any manner kept by The Claytons or permitted to be kept by others on land or in the Severn River at or near the properties of The Claytons and The Club, whether temporarily or otherwise, for customers, owners or others, shall be limited to thirty boats of all kinds, including cruisers, runabouts, speed boats, rowboats, canoes, skiffs and other floating craft of any kind; outboard motors kept, stored or serviced for customers or others shall be limited to fifteen (15) at any one time;

6. That the business and trade conducted on the property of The Claytons, on or at the piers and wharves and on or in the waters of the Severn adjacent or near thereto, was on January 1, 1950, is now and shall hereafter be limited to the operation of a marine service station for the repair, overhaul, rental and storage of small boats and motors, the hiring of small boats

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for fishing and pleasure parties, gasoline and oil sale and service, marine railway for small boats and craft, a store with a stock of merchandise not to exceed $1,000.00 in value for the sale of only the products specifically listed in (a) above, the keeping and sale of fishing bait and the renting of overnight accommodations; that no other business, trade or commercial occupation of any character whatsoever shall be carried on upon said premises or on the wharves and piers or on or in the waters adjacent or near thereto; that no floating rafts, houses or other structures shall be built or maintained in or on the water; that the pile driving barge and apparatus now at the wharves shall be removed; that no other trade, business or commercial structures except those specifically provided for herein shall be constructed on the wharves or land or in or on the water; and that no presently existing trade, business or commercial structures shall be enlarged or extended except as specifically provided for herein;

7. That The Claytons shall not trespass, encroach on or use, and shall restrain and prevent their customers from trespassing on, encroaching on or using the property of the Club;

8. That as liquidated damages for the commission of the acts alleged in the original Bill of Complaint herein, damages sustained to the property and to the value of the property of The Club, The Claytons shall pay to The Club the total sum of $1250.00 and shall pay the court costs herein; further that any contract or deed made by The Claytons with reference to the property owned by them and referred to herein shall incorporate the aforesaid Agreement and this Decree therein by specific reference thereto and the terms and conditions of said Agreement and of this Decree shall run with said land and shall bind the grantees thereunder, their heirs, personal representatives and assigns;

9. That the terms of said Agreement and of this Decree shall pertain and apply to the entire property presently owned by The Claytons near the property of The Club and also to any and all other property in the immediate vicinity which hereafter may be purchased by them, their assigns or their nominees and to the waters of the Severn River opposite and in the immediate vicinity thereof;

10. That at reasonable times hereafter a representative of The Club may come upon the property of The Claytons for the purpose of ascertaining that the terms and conditions of the aforesaid Agreement and of this Decree are being carried out, as long as all or part of the same remains devoted to public business use but only so long as all or a material part of the property presently owned by The Club is owned by The Club and used for Club purposes; further, that photographs of the property, piers, installations and boats of The Claytons may be taken by or on behalf of The Club;

11. That The Claytons may erect and maintain on their property not over two business or advertising signs, one to be located at or near the public road and the other at or near the Severn River; said signs shall not exceed two by four feet in size and shall be in lieu of any and all other existing signs for advertising or business purposes;

12. That the parties hereto agree not to attempt to avoid or evade the terms hereof by acting indirectly through a nominee or a corporation or others or in any other manner whatsoever;

13. That each of the parties hereto is by the other parties released, acquitted, discharged and exonerated from all claims, demands, actions and causes of action of every nature whatsoever not specifically covered and provided for herein;

14. That all provisions of said Agreement and of this Decree shall bind the parties hereto, their survivors, heirs, personal representatives, successors and assigns, and shall run with title to the land owned by the respective parties so long as all or any part of said property of The Claytons is devoted to any business use and so long as all or a material part of the property presently owned by The Club is used for Club purposes, but no longer;

15. That all of the terms and conditions hereof specified as pertaining or applying to "The Claytons" or to "the parties hereto" are intended to apply and do apply to "The Hatches", their survivors, heirs,

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personal representatives and assigns.

Benjamin Michaelson
Judge of the Circuit Court
for Anne Arundel County.

The above form of Decree has been read and is fully understood by each of the undersigned and each of them consents to the signing and entry thereof by the Judge of the Circuit Court for Anne Arundel County and the same is understood to be a Final Decree of said Court to be given the same force and effect as if the above entitled case had been litigated to a conclusion and said Decree passed as the final judgment of said Court and the time for appeal thereof expired.

Filed 3 July, 1952.

Elmore L. Clayton
Elmore L. Clayton

Linwood L. Clayton
Solicitors for Elmore L. Clayton
and Dorothy R. Clayton

Dorothy R. Clayton
Dorothy R. Clayton

Edward S. Hatch
Edward S. Hatch

Edward S. Hatch
Solicitors for Edward S. Hatch
and Nan Edith Hatch

Nan Edith Hatch
Nan Edith Hatch

THE INDIAN LANDING BOAT CLUB

By Marvin T. Anderson

Lignal W. Baldwin
Solicitors

RICHARD B. MC CRONE and
JOANNA G. MC CRONE, his wife,
HENRY A. TURNER and
JEANETTE J. TURNER, his wife,
SAM T. JONES and
GLORIA JONES, his wife

*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

VS.

EQUITY # 10,494

JOHN F. MARTIN and
IRENE E. MARTIN, his wife

***

SPECIAL CASE STATED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Richard B. McCrone and Joanna G. McCrone, his wife, Henry A. Turner and Jeanette J. Turner, his wife, and Sam T. Jones and Gloria Jones, his wife, plaintiffs, by William W. Townshend, Jr., their Attorney, and John F. Martin and Irene E. Martin, his wife, defendants, by their Attorney, Linwood L. Clark, under General Equity Rules 45 and 46, say:

1. That they submit the case hereafter stated for construction by this Honorable Court of a certain restriction clause in the deed from Georgiana A. Jungers et al to the said John F. Martin and Irene E. Martin, his wife, dated January 5, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 490; the original of which deed is filed herewith as Exhibit A.

2. That the said plaintiffs have purchased by contract of sale from the said defendants 189.05 acres, more or less, for the declared purpose of subdivision and development. Said contract of sale is herewith filed as Exhibit B.

3. That in said deed there is the following restriction that "is to run with and bind said premises", with reference to the General's Highway, namely:

> "....that there will be no dwelling or dwellings erected within 300 feet of said highway, costing less than $4,000.00 to build, at 1942 prices of material and labor"

4. That a difference of opinion has arisen between parties plaintiff and defendant as to whether said restriction can be lawfully determined to exclude the erection or construction of any dwelling or dwellings at all within said 300 feet of the public road, referred to as the General's Highway in said restriction.

Filed 6 June, 1952.

The version of said restriction by the plaintiffs is that no dwelling or dwellings, regardless of cost of labor and materials can be erected or constructed within said 300 feet of said highway throughout its entire length, while the version of the defendants is that said restriction is only a minimum material and labor cost restriction.

5. That the opinion of this Honorable Court and a decree in conformity therewith is requested with reference to the true and lawful interpretation of said restriction with respect to the erection and construction of a dwelling or dwellings within said 300 feet strip of land.

Respectfully submitted for decree.

William W. Townshend, Jr.
Attorney for plaintiffs

Linwood L. Clark
Attorney for defendants

(Exhibit A - Case stated McCrone et al vs Martin et al)

Filed 6 June, 1952

THIS DEED made this 5 day of January, 1943, between Georgiana A. Jungers, life tenant; Ada B. Brady and Albert Lucien Brady, her husband; Raymond Jungers and Margaret A. Jungers, his wife; Bertha J. Goodman(nee Jungers) and C.E. Goodman, her husband; Pierre R. Jungers and Hannah E. Jungers, his wife; Howard Jungers, only child of Frederick J. Jungers, and Dorothy Jungers, his wife; and the following children of Gertrude E. Carter, (nee Jungers), deceased, namely, Harvey F. Carter and Margaret T. Carter, his wife; Theresa C. Mackey and John P. Mackey, her husband; Mildred K. Carter non compos mentis, by Ada B. Brady, her guardian, as per order of the Circuit Court of Anne Arundel County, Maryland, in Equity No. 8462 being all the parties in interest under the will of John Jungers, probated in the Orphan's Court of Anne Arundel County, Maryland, and recorded in Wills Docket O.B.D. 3, Folio 100, parties of the first part, and John F. Martin and Irene E. Martin, his wife, parties of the second part.

WITNESSETH that for and in consideration of the sum of six thousand, five hundred dollars ($6,500.00), the receipt of which is hereby acknowledged, the parties of the first part do grant and convey unto the said parties of the second part, their heirs and assigns forever in fee simple, all that farm or tract of ground lying in the Second Election District of Anne Arundel County, State of Maryland, which is described by metes and bounds in the deed of June 15, 1900, between James R. Brashears, Trustee, grantor, and John Jungers, grantee, and recorded among the land records of Anne Arundel County, Maryland, in Liber G.W. No. 17, Folio 448, consisting of 206.25 acres, saving and excepting 4 acres more or less thereafter conveyed to C.Franklin Strange, on the 10th day of June 1915, and recorded with plat among the land records of Anne Arundel County, Maryland, in Liber G.W. 118, Folio 241;and 2.05 acres conveyed to C. Franklin Strange on the 20th day of June 1916, and recorded among the land records of Anne Arundel County, Maryland, in Liber G.W. 116, Folio 390; also saving and excepting 15.15 acres more of less conveyed to Edward L. Carter and wife, dated the 13th

Exhibit A.

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day of September 1905, and recorded among said land records in Liber G.W. 45, Folio 287; subject, however, to the covenants and restrictions hereinafter set forth.

TOGETHER with improvements thereupon and all rights, roads, waters, and appurtenances thereto belonging or in anywise appertaining.

THE SAID GRANTEES for themselves, their heirs, personal representatives and assigns, by the acceptance of this deed, do hereby covenant and agree with the said grantors, their heirs and assigns, that they each will be bound by the following covenants and restrictions, whichare to run with and bind said premises:

THAT no public garages, filling stations, beer saloons, liquor taverns, restaurants, or stores other than those selling the products of this farm will be erected or operated within 300 feet of the highway or public road mentioned in the John Jungers deed above referred to, which highway is now known as Generals Highway; and that there will be no dwelling or dwellings erected within 300 feet of said highway, costing less than $4,000.00 to build, at 1942 prices of material and labor; and that said restrictions will not apply to and will not conflict with the regular or normal operation of said property as a farm, nor conflict with the sale of crops grown or cattle raised on said farm.

TO HAVE AND TO HOLD the said land with the improvements and appurtenances aforesaid unto and to the use of the said John F. Martin and Irene E. Martin, his wife, as tenants by their entireties, forever in fee simple; subject, however, to the covenants and restrictions above set forth.

AND said parties of the first part do hereby covenant that they will warrant specially the property hereby conveyed and will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the grantors herein.

Witness

S. Edward Shaw
S. EDWARD SHAW

Georgiana A. Jungers (SEAL)
Georgiana A. Jungers

Raymond Jungers (SEAL)
Raymond Jungers

S. Edward Shaw
S. EDWARD SHAW

Witness
Elizabeth M. Leydecker
ELISABETH M. LEYDECKER

WITNESS
Elsie Latture
ELSIE LATTURE

Witness
W. E. Fickle
W. E. FICKLE

Witness
Frank R. Turley
FRANK R. TURLEY

WITNESS
William K. Ravitz
WILLIAM K. RAVITZ

Witness
Linwood L. Clark
LINWOOD L. CLARK

Margaret A. Jungers (SEAL)
Margaret A. Jungers

Howard Jungers (SEAL)
Howard Jungers

Dorothy Jungers (SEAL)
Dorothy Jungers

Bertha J. Goodman (SEAL)
Bertha J. Goodman

C. E. Goodman (SEAL)
C. E. Goodman

Pierre R. Jungers (SEAL)
Pierre R. Jungers

Hannah E. Jungers (SEAL)
Hannah E. Jungers

Theresa C. Mackey (SEAL)
Theresa C. Mackey

John P. Mackey (SEAL)
John P. Mackey

Harvey F. Carter (SEAL)
Harvey F. Carter

Margaret T. Carter (SEAL)
Margaret T. Carter

Ada B. Brady (SEAL)
Ada B. Brady

Albert Lucien Brady (SEAL)
Albert Lucien Brady

Ada B. Brady, guardian of (SEAL)
Ada B. Brady, guardian of Mildred K. Carter
Mildred K. Carter

STATE OF MARYLAND, BALTIMORE ~~CITY~~ COUNTY, TO WIT;

I HEREBY CERTIFY that on this 5th day of January, 1943 before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore ~~City~~ County, personally appeared GEORGIANA A. JUNGERS, RAYMOND JUNGERS and MARGARET A. JUNGERS, his wife, and acknowledged the foregoing deed to be their respective acts; and the said GEORGIANA A. JUNGERS further makes oath that the foregoing grantors include all the children and grandchildren of the said John Jungers, who are required to sign the aforesaid deed.

S. Edward Shaw
Notary Public
S. EDWARD SHAW
COMMISSION EXPIRES MAY 3rd, 1943

STATE OF MARYLAND, BALTIMORE City, TO WIT:

I HEREBY CERTIFY that on this 15th day of February, 1943 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared HOWARD JUNGERS and DOROTHY JUNGERS, his wife, and acknowledged the foregoing deed to be their respective acts.

J. Louis Raap
Notary Public
(J. Louis Raap)
My Commission expires May 3rd, 1943

STATE OF TENNESSEE, Sullivan COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23 day of January, 1943, before me, the subscriber, a Notary Public of the State of Tennessee, in and for the County aforesaid, personally appeared BERTHA J. GOODMAN and C.E.GOODMAN, her husband, and acknowledged the foregoing deed to be their respective acts.

Elsie Latture
Notary Public My Comm Expires 4.14.43
ELSIE LATTURE

STATE OF PENNSYLVANIA, Philadelphia COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27 day of January, 1943, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared PIERRE R. JUNGERS and HANNAH E. JUNGERS, his wife, and acknowledged the foregoing deed to be their respective acts.

W E Fickle
Notary Public W E FICKLE
NOTARY PUBLIC
My Commission Expires May 7, 1945

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 20 day of January, 1943, before me, the subscriber, a Notary Public of the District of Columbia, in and for the said District, personally appeared THERESA C. MACKEY and JOHN P. MACKEY, her husband, and acknowledged the foregoing deed to be their respective acts.

Abe Rubin
Notary Public my comm expires June 30-43.
ABE RUBIN

STATE OF PENNSYLVANIA, County of Philadelphia COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of January, 1943, before me the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared HARVEY F. CARTER and MARGARET T.CARTER, his wife, and acknowledged the foregoing deed to be their respective acts.

William K Ravitz
NOTARY PUBLIC
Notary Public My Commission Expires Jan. 27, 1945
WILLIAM K RAVITZ

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16 day of February, 194_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ADA B. BRADY, individually and as guardian of Mildred K. Carter, and ALBERT LUCIEN BRADY, her husband and acknowledged the foregoing deed to be their respective acts.

Linwood L. Clark
Notary Public
LINWOOD L. CLARK

(Exhibit B — Case stat of McCrone et al vs Martin et al)

CONTRACT OF SALE

THIS AGREEMENT, made this 23 day of May, 1952, by and between John F. Martin and Irene E. Martin, his wife, parties of the first part, and Richard B. McCrone and Joanna G. McCrone, his wife, Henry A. Turner and Jeanette J. Turner, his wife, and Samuel T. Jones and Gloria Jones, his wife, parties of the second part,

WITNESSETH: That the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former the following described property:

ALL that farm or tract of ground lying in the Second Election District of Anne Arundel County, State of Maryland, which is described by metes and bounds in the deed of June 15, 1900 between James R. Brashears, Trustee, grantor, and John Jungers, grantee, recorded among the Land Records of Anne Arundel County in Liber G.W. 17, folio 448, consisting of 206.25 acres, saving and excepting 4 acres more or less thereafter conveyed to C. Franklin Strange, on the 10th day of June, 1915, and recorded with plat among the aforesaid Land Records in Liber G.W. 118, folio 241; and 2.05 acres conveyed to C. Franklin Strange on the 20th day of June, 1916, recorded among the aforesaid Land Records in Liber G.W. 116, folio 390; also saving and excepting 15.15 acres more or less conveyed to Edward L. Carter and wife, dated the 13th day of September, 1905, and recorded in Liber G.W. 45, folio 287; subject, however, to covenants and restrictions set forth in a subsequent deed of the aforesaid property from Georgiana Jungers, et al, to the said John F. Martin and Irene E. Martin, his wife.

AT and for the price of Forty thousand dollars ($40,000.00) of which Five hundred dollars ($500.00) having been paid prior to the signing hereof and the balance to be paid as follows: cash on or before thirty (30) days from date. And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the vendees' expense by the Vendor, which shall convey the property by a good and merchantable title to said Vendees.

IT IS agreed between the parties hereto that said parties of the second part, or any of them, upon the signing of the contract of sale, may have possession of said property pending settlement; and also a survey of said property may be made pending settlement, at vendees' expense.

TAXES and other public charges to be adjusted to day of transfer. TIME is of the essence of this contract.

WITNESS:

[signature]

If the Court should decide that no dwelling or dwellings can be built within 300 feet of the highway or public road, under the rstriction in the deed to John F. Martin and wife of January 5, 1943, this contract shall be regarded as cancelled.

[signature] (SEAL)
John F. Martin

[signature] (SEAL)
Irene E. Martin

[signature] (SEAL)
Richard B. McCrone

[signature] (SEAL)
Joanna G. McCrone

[signature] (SEAL)
Henry A. Turner

[signature] (SEAL)
Jeanette J. Turner

[signature] (SEAL)
Samuel T. Jones

[signature] (SEAL)
Gloria Jones

Exhibit B

Filed 6 June, 1952

Richard B. McCrone and Joanna G. McCrone, his wife, Et al	)(	No. 10,494 Equity
	)(	In the Circuit Court
vs.	)(	for
John F. Martin and Irene E. Martin, his wife	)(	Anne Arundel County

Filed 16 June, 1953.

O P I N I O N

This cause has been submitted on a special case stated, pursuant to the provisions of Section 227 of Article 16 of the Code. The plaintiffs are the vendees in a contract of sale dated May 23, 1952, for the purchase of a farm or tract of land containing 185 acres of land, more or less, situated in the Second Election District of Anne Arundel County. The contract of sale recites that this property is being sold to the vendees subject to the covenants and restrictions set forth in a deed dated January 5, 1943, from Georgiana Jungers, et al, to the vendors, John F. Martin and Irene E. Martin, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273 folio 490.

A controversy has arisen between the vendors and the vendees over the construction to be given to a certain part of the phraseology of the covenants and restrictions, which are to run with and bind said premises, (the controverted part being hereinafter underscored), and which appear as follows in the aforementioned deed:

"That no public garages, filling stations, beer saloons, liquor taverns, restaurants, or stores other than those selling the products of this farm will be erected or operated within 300 feet of the highway or public road mentioned in the John Jungers deed above referred to, which highway is now known as Generals Highway; <u>and that there will be no dwelling or dwellings erected</u>

within 300 feet of said highway, costing less than $4,000.00 to build, at 1942 prices of material and labor; and that said restrictions will not apply to and will not conflict with the regular or normal operation of said property as a farm, nor conflict with the sale of crops grown or cattle raised on said farm."

The parties to this cause disagree as to the meaning and effect of the foregoing underlined part of the covenants and restrictions. The plaintiffs take the position that no dwellings may be built at all within 300 feet of the Generals Highway, this being "said highway" mentioned in the disputed restriction. The defendants contend that a dwelling or dwellings may be erected within 300 feet of said highway provided that the cost of each dwelling shall be not less than $4,000.00 for material and labor at 1942 prices.

An examination of the disputed restriction, as it appears in the deed, shows that it begins with the word "and", after a semicolon. This indicates that this restriction was to be an addition to the preceding restriction relating to public garages, filling stations, etc. Further, the participial phrase "costing less than $4,000.00 to build", etc, modifies or limits the word "dwelling" or "dwellings", and must be read together with it to get its full significance. Its proper position in the clause, of which it is a part, would make the clause read as follows: "And that there will be no dwelling or dwellings, costing less than $4,000.00 to build, at 1942 prices of material and labor, erected within 300 feet of said highway."

The sense of this restriction then is that one dwelling or more than one dwelling may be erected within 300 feet of said

highway provided that the cost of each dwelling shall be not less than $4,000 for material and labor at 1942 prices.

If the grantors in the aforementioned deed had intended to prohibit the erection of any dwellings at all within 300 feet of said highway, as contended by the plaintiffs, then there would have been a period after the word "highway", and the participial phrase would have been meaningless or surplusage, or should not have been included atall. This phrase was expressly inserted in the deed, it has a particular grammatical relationship to the words in the preceding clause, and from the way it is written and punctuated, there can be no other reasonable interpretation of the meaning of this restriction than that hereinbefore mentioned.

The Court will, therefore, sign a decree in accordance with the views expressed herein.

Benjamin Michaelson
JUDGE

June 16, 1952

10

Richard B. McCrone and Joanna G. McCrone, his wife, et al	)(	No. 10,494 Equity
	)(	In the Circuit Court
vs.	)(	for
John F. Martin and Irene E. Martin, his wife	)(	Anne Arundel County

D E C R E E

This cause having been submitted on a special case stated, the proceedings have been read and fully considered by the Court.

It is, therefore, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, in Equity, this sixteenth day of June, 1952, that the covenant and restriction which is the subject matter of the controversy in this cause, namely, "and that there will be no dwelling or dwellings erected within 300 feet of said highway, costing less than $4,000.00 to build, at 1942 prices of material and labor", be, and it is hereby, construed to be a minimum cost of material and labor restriction; and it is further ADJUDGED, ORDERED AND DECREED that the restriction in question does not prohibit the erection of a dwelling or dwellings within 300 feet of the Generals Highway, provided that there is compliance with theminimum cost limitation.

And it is further ADJUDGED, ORDERED AND DECREED that the costs of these proceedings shall be divided equally between the parties to this cause, one-half to be paid by the plaintiffs, and one-half to be paid by the defendants.

Benjamin Michaelson
JUDGE

Filed 16 June, 1952

11

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
VS.	:	FOR
CLARENCE A. VEAL AND BERTHA G. VEAL, his wife, Defendant	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
	:	No. 10,426

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Clarence A. Veal and Bertha G. Veal, his wife to Washington Irving Trust Company, dated July 29th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422 folio 125, with Short Assignments at the foot thereof, the last one dated January 7th, 1952.

Walter S. Calwell

Walter S. Calwell - Assignee

T. Worthington Brundige III

T. Worthington Brundige, III
Solicitor for Plaintiff

Filed 28 Feb, 1952

FOR VALUE RECEIVED, the Washington Irving Trust Company, Tarrytown, New York; hereby assigns the foregoing mortgage and the debt thereby secured without recourse to The County Trust Company, Tarrytown, New York, this 30th day of July 1947.

AS WITNESS, the signature of the said body corporate by the hand of Edward P. Hanyen, its Vice President, and its corporate seal hereto affixed.

ATTEST:

Mary T. Lynch, Assistant Secretary

WASHINGTON IRVING TRUST COMPANY

BY Edward P. Hanyen

Edward P. Hanyen, Vice President

This rider is attached to and is a part of a certain mortgage made by Clarence A. Veal and Bertha G. Veal, his wife, to The County Trust Company, dated July 29th, 1947 and recorded August 1st, 1947, in Liber No. 422, Page 125.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST:

Mary T. Lynch, Assistant Secretary

THE COUNTY TRUST COMPANY

BY Edward P. Hanyen

Edward P. Hanyen, Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 7th day of January 1952.

LIBER 77 PAGE 85 LIBER 422 PAGE 125 #9710

No. 10,426 Equity.

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

MORTGAGE

THIS MORTGAGE, Made this 29th day of July, A. D. 19 47, by and between CLARENCE A. VEAL AND BERTHA G. VEAL, his wife,

of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY

a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($) the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

being part of the purchase money for the property hereinafter described,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money/in the principal sum of FIFTY NINE HUNDRED Dollars ($ 5900.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, N.Y. ~~Maryland~~, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY-ONE AND 15/100 Dollars ($ 31.15), commencing on the first day of September, 19 47, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 72. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

Filed 28 Feb., 1952

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—20920-1

BEING known and designated as Lot No. 104 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements whereon are known as 23 Ballman Court Road.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Ball Homes, Inc. unto said Mortgagors herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinets (2), kitchen ranges (2), light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 1st. days of February and August.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and ~~one-half per cent (4½%)~~ per cent (4%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Joseph J.Callahan, or Walter S.Calwell, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for ANNE ARUNDEL County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: J. Hodge Smith
J. HODGE SMITH

Clarence A. Veal [SEAL]
CLARENCE A. VEAL

Bertha G. Veal [SEAL]
BERTHA G. VEAL

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 29th day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore County, personally appeared CLARENCE A. VEAL AND BERTHA G. VEAL, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Joseph J. Callahan, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

J. Hodge Smith
J. HODGE SMITH Notary Public.

J. HODGE SMITH NOTARY PUBLIC BALTIMORE COUNTY, MD.

Recorded- 1-August-1947- at 2 P.M.

Received for Record 23 Day of July 1952, at 10-50 A.M. and the same day recorded in Liber J.H.H., No. 422 Fol. 128, Land Records of Anne Arundel County.
John H. Hopkins Clerk

READY FOR RECORD

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity)

WALTER S. CALWELL, Assignee Plaintiff

VS.

CLARENCE A. VEAL AND BERTHA G. VEAL, his wife

PLAINTIFF'S EXHIBIT "A"

LIBER 77 PAGE 89

WALTER S. CALWELL, Assignee
Plaintiff

VS.

CLARENCE A. VEAL AND

BERTHA G. VEAL, his wife
Defendants

IN THE

ANNE ARUNDEL COUNTY
Circuit Court for ~~Baltimore County~~

IN EQUITY.

10426

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Clarence A. Veal and Bertha G. Veal, his wife

to Washington Irving Trust Company

dated the 29th day of July 1947, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 422 Folio 125

Amount of Loan	$5900.00
Less - amount paid in principal	610.10
	5289.90
Plus - unpaid interest to 3/28/1952	111.67
	5401.57
Less - balance in expense account	74.74
	5326.83

Filed 28 Mar, 1952

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ ANNE ARUNDEL, Sct.

I HEREBY CERTIFY, that on this 27th day of March in the year nineteen hundred and fifty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~county~~ City of ~~Baltimore~~, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of Mortgage in

~~the plaintiff in~~ the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CO.

ASSIGNEE'S BOND

x ~~Mortgagee and Attorney's Bond~~ x

LIBER 77 PAGE 90

1-369 1m-12-32

75669

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

10426

Know All Men by These Presents:

That we Walter S. Calwell of 19 E. Fayette Street, Baltimore, Maryland, as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND SIX HUNDRED AND 00/100 ($5,600.00) - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 27th - day of March - - - - - - - in the year nineteen hundred and fifty-two.

Whereas, the above bounden Walter S. Calwell, Assignee

by virtue of the power contained in a Mortgage from Clarence A. Veal and Bertha G. Veal, his wife, to the Washington Irving Trust Company,

bearing date the 29th day of July nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 422, Folio 125, and

WHEREAS, assignment of said mortgage has been made to Walter S. Calwell, and he

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him - - - - - - - - under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Lynch

Attest:

Witness as to Surety:

R.H. Nichols

R.H.Nichols

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

Assistant Secretary S.E. Mercier

approved this 28 Mar., 1952
John H. Hopkins, 3rd, Clerk

Filed 28 Mar., 1952

LIBER 77 PAGE 91

WALTER S. CALWELL, Assignee

PLAINTIFF

VS

CLARENCE A. VEAL AND

BERTHA G. VEAL, his wife

DEFENDANT

IN THE CIRCUIT COURT

ANNE ARUNDEL
FOR ~~BALTIMORE~~ COUNTY

IN
Equity
No. 10,426

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

Filed 3 Apr., 1952

I HEREBY CERTIFY that on this 31st day of March, 1952 before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Walter S. Calwell and made oath in due form of Law that he knows the defendants herein and that to the best of his information, knowledge and belief

(1) said defendants ~~is~~ are not in the military service of the United States

(2) said defendants ~~is~~ are not in the military service of any nation allied with the United States

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act

(4) said defendants ~~is~~ are not a members of the Enlisted Reserve Corps who ~~has~~ have been ordered to report for Military service

Clara M. Link
NOTARY PUBLIC
Clara M. Link

Walter S. Calwell
AFFIANT
Walter S. Calwell

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
S. W. Cor. Fayette & St. Paul Sts.
Baltimore 2, Maryland

ASSIGNEE'S SALE
— OF —
VALUABLE LEASEHOLD PROPERTY

No. 23 Ballman Court Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Clarence A. Veal and Bertha G. Veal, his wife to Washington Irving Trust Company, dated July 29, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 422 folio 125 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction at the Court House Door, in Annapolis, on

FRIDAY, MARCH 28TH, 1952
AT 3 P. M.

all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 104 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, the improvements whereon are known as No. 23 Ballman Court Road.

Subject to the payment of the annual ground rent of $78.00.

The improvements consist of a 2 story brick row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Assignee.
Sam W. Pattison & Co., Auctioneer.
m-27

LIBER 77 PAGE 92

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
VS.	:	FOR
CLARENCE A. VEAL AND BERTHA G. VEAL, his wife, Defendants	:	ANNE ARUNDEL COUNTY (In Equity)

No. 10,426.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 29th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 422 folio 125 from said Clarence A. Veal and Bertha G. Veal, his wife to Washington Irving Trust Company and duly assigned to Walter S. Calwell ~~to the Baltimore Federal Savings and Loan Association~~, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in ~~The Jeffersonian~~ "Evening Capital" and "Maryland Gazette" newspapers published in ~~Baltimore County~~ Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 28th day of March, 1952 at three P.M., attend at the Court House Door in Annapolis ~~attend on the premises~~ and then and there sold the leasehold property situate, lying and being in ~~Baltimore~~ Anne Arundel County known as Lot No. 104 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, the improvements whereon are known as No. 23 Ballman Court Road, and being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

Filed 3 Apr. 1952

BY TERMS OF SALE, a cash deposit of ~~Three~~ Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The leasehold property was sold to The County Trust Company, subject to the payment of the annual ground rent of Seventy-eight ($78.00) Dollars, at and for the sum of Sixty-four Hundred ($6400.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31st day of March, 1952 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

ORDER NISI

LIBER 77 PAGE 94

WALTER S. CALWELL, Assignee

versus

CLARENCE A. VEAL and
BERTHA G. VEAL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,426 Equity

Filed 3 Apr., 1952.

Ordered, this 3 day of April, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12 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 12 day of May next.

The report states that the amount of sales to be $ 6,400.00.

John R. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 5 June, 1952.

WALTER S. CALWELL, Assignee

versus

CLARENCE A. VEAL and
BERTHA G. VEAL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of June, 1952, 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
Judge.

Assignee's

~~Mortgage Exchange's~~ Bond. ADDITIONAL BOND # 75669 1-369 1m-12-32

LIBER 77 PAGE 95

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

No. 10,426 Equity

Know All Men by These Presents:

That we Walter S. Calwell - 19 E. Fayette Street - Baltimore, Maryland, as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT HUNDRED AND 00/100 ($800.00) - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd - - - - - - - - - - - - - - - - - - - day of April in the year nineteen hundred and fifty-two.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Clarence A. Veal and Bertha G. Veal, to the Washington Irving Trust Company

bearing date the 29th day of July nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 422, Folio 125, and

WHEREAS, assignment of said mortgage has been made to Walter S. Calwell, and he

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell, Assignee does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link
Attest:

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
Vice-President J.F. Kierman

Witness as to Surety:
R H Nichols
R .H.Nichols

Attest: By [signature]
Assistant Secretary V.N.Mercier

Approved this 4 April 1952
John H. Hopkins, 3rd, Clerk.

Filed 4 Apr, 1952

LIBER 77 PAGE 96

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 29, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,426 Clarence A. Veal

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of May, 1952. The first insertion being made the 10th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

No. MG 6784

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,426 Equity
WALTER S. CALWELL, Assignee
Vs.
CLARENCE A. VEAL and BERTHA G. VEAL, his wife.

Ordered, this 3rd day of April, 1952 That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of May next.

The report states that the amount of sales to be $6,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

10-1

Filed 4 June, 1952.

WALTER S. CALWELL, Assignee,	:	IN THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
v.	:	IN EQUITY
CLARENCE A. VEAL and BERTHA G. VEAL, his wife, Mortgagors.	:	Docket 14 Folio 370 1952 no. 10,426

Filed 20 June, 1952.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of CARL R. GRAY, JR., Administrator of Veterans' Affairs, by Frank C. McHenry, Assistant Loan Guaranty Officer, Baltimore Regional Office of the Veterans Administration, his duly authorized representative, respectfully represents:

FIRST: That your Petitioner is the holder of a second mortgage upon the property sold in this case, said second mortgage being dated July 29, 1947, from Clarence A. Veal and Bertha G. Veal, his wife, to the Washington Irving Trust Company, of New York, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 422, Folio 129, and assigned to Your Petitioner on May 28, 1952. The original second mortgage is filed herewith as an exhibit marked "Petitioner's Exhibit A".

SECOND: That there is owing to your Petitioner on the second mortgage referred to in this petition a principal balance of $840.54 with interest from September 1, 1951, to date of ratification of the auditor's account in this case, at the rate of 4% per annum.

THIRD: That your Petitioner represents that there will be a surplus of proceeds of sale in this case over and above the Plaintiff's claim and expenses of foreclosure.

Your Petitioner therefore prays that the Auditor allow the second mortgage claim, which is attached hereto, from the proceeds of sale of this case.

AND AS IN DUTY BOUND, etc.

GRAFTON LEE BROWN, JR.
Attorney

CARL R. GRAY, JR.
Administrator of Veterans' Affairs

By
FRANK C. McHENRY
Assistant Loan Guaranty Officer

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 18th day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank C. McHenry, Assistant Loan Guaranty Officer of the Veterans Administration, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief, and that he is acting for and on behalf of CARL R. GRAY, JR., Administrator of Veterans' Affairs, under proper authority.

AS WITNESS my hand and Notarial Seal.

Lillian A. C. Kemp
Notary Public
Lillian A. C. Kemp

My commission expires:
May 4, 1953

#1710 LIBER 77 PAGE 99

VA Form 4-6318 (Home Loan). April, 1947. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 422 PAGE 124

MARYLAND
County

MORTGAGE

THIS MORTGAGE, made this 29th day of July, A. D. 1947, by and between CLARENCE A. VEAL AND BERTHA G. VEAL, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY,

a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE HUNDRED AND NINETY Dollars ($ 990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, N.Y. ~~Maryland~~ or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Five and 23/100 Dollars ($ 5.23), commencing on the first day of September, 1947, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns. all the following described property in Anne Arundel County, in the State of Maryland, to wit:

Filed 23 June 1952

BEING known and designated as Lot No. 104 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements whereon are known as 23 Ballman Court Road.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Ball Homes, Inc. unto said Mortgagors herein; subject to a first mortgage of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from said Mortgagors herein to Washington Irving Trust Company in the amount of Fifty-Nine Hundred ($5900.00) Dollars.

~~FOR VALUE RECEIVED, The County Trust Company hereby assigns, without recourse, on this 5th day of May, 1952, the within and aforegoing mortgage to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., and his successors in such Office.~~

~~ATTEST:~~

~~Asst. Secretary~~

~~THE COUNTY TRUST COMPANY, Successor to Washington Irving Trust Company by Merger,~~

~~BY:~~

~~Vice-President~~

* Delete italicized words if Mortgagee is not a building and loan association.

Petitioner's Exhibit A.

LIBER 77 PAGE 100

LIBER 422 PAGE 130

FOR VALUE RECEIVED, the Washington Irving Trust Company, Tarrytown, New York, hereby assigns the foregoing mortgage and the debt thereby secured without recourse to The County Trust Company, Tarrytown, New York, this 30th day of July, 1957.

AS WITNESS: the signature of the said body corporate by the hand of S. J. Balassi, its Vice President, and its corporate seal hereto affixed.

ATTEST:

John F. Kley, Asst. Vice President Treasurer

WASHINGTON IRVING TRUST COMPANY

By: S. J. Balassi

S. J. Balassi, Vice President

FOR VALUE RECEIVED, The County Trust Company hereby assigns, without recourse, on this 28th day of May, 1952, the within and aforegoing mortgage to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., and his successors in such Office.

ATTEST:

Alfred E. Stam

Alfred E. Stam, Assistant Vice President

THE COUNTY TRUST COMPANY

By: Chas. H. Robinson

Chas. H. Robinson, Vice President.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgaee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 1st. days of February, and August.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S.Calwell or Joseph J.Callahan, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed in County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient;

and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

J. Hodge Smith
J. HODGE SMITH

Clarence A. Veal [SEAL]
CLARENCE A. VEAL

Bertha G. Veal [SEAL]
BERTHA G. VEAL

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I Hereby Certify, That on this 29th day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ BALTIMORE COUNTY aforesaid, personally appeared CLARENCE A. VEAL and BERTHA G. VEAL, the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared Joseph J. Callahan, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

J. Hodge Smith
J. HODGE SMITH
Notary Public.

FORM APPROVED ... [illegible]
READY FOR RECORD ... [illegible]

Recorded- 1-August-1947- at 2 P.M.

(3)

STATE OF MARYLAND

COUNTY MORTGAGE

CLARENCE A. VEAL AND BERTHA G. VEAL, his wife,

TO

WASHINGTON IRVING TRUST COMPANY

Received for Record August 1, 1947 at 2 o'clock P. M. Same day recorded in Liber No. 422 Folio 129 etc., one of the Mortgage Records of Anne Arundel County and examined per John Wilhelmi 3rd Clerk.

Cost of Records, $ 2 - [illegible]

Received for Record 5 Day of June 1947, at 11 A.M. and the same day recorded in Liber J.H.H. No. 422 Fol. 132, Land Records of Anne Arundel County. John Wilhelmi 3rd Clerk

[illegible]

LIBER 77 PAGE 103

WALTER S. CALWELL, Assignee,	:	IN THE CIRCUIT COURT
v.	:	FOR ANNE ARUNDEL COUNTY
	:	IN EQUITY
CLARENCE A. VEAL and BERTHA G. VEAL, his wife, Mortgagors.	:	No. 10426

STATEMENT OF SECOND MORTGAGE CLAIM

Original Amount of Loan	$990.00
Paid on Principal	149.46
Principal Balance Due	$840.54

Note: Interest accrues at the rate of 4% per annum on principal balance of $840.54 from September 1, 1951, to date of ratification of the auditor's account.

Filed 20 June, 1952

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of June in the year nineteen hundred and fifty-two, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Frank C. McHenry, Assistant Loan Guaranty Officer of the Veterans Administration, the duly authorized representative of CARL R. GRAY, JR., Administrator of Veterans' Affairs, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Lillian A.C. Kemp
Lillian A.C.Kemp Notary Public

My commission expires:
May 4, 1953

LIBER 77 PAGE 104

WALTER S. CALWELL, Assignee,	:	IN THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
v.	:	IN EQUITY
CLARENCE A. VEAL and BERTHA G. VEAL, his wife, Mortgagors.	:	No. 10,426

Filed 23 June, 1952.

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 23d day of June, 1952, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the Auditor of this Court, in stating his account in these proceedings, be and he is hereby authorized and directed to allow CARL R. GRAY, JR., Administrator of Veterans' Affairs, Petitioner herein, and/or his successor or successors in such office, as such, payment of the second mortgage claim set forth in the foregoing petition out of the proceeds of sale in this case in accordance with its legal priority and subject to the usual exceptions.

Benjamin Ulrichson
JUDGE

In the Case of

Walter S. Calwell,
Assignee
VS.
Clarence A. Veal
and
Bertha G. Veal, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,426 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 9 July, 1952.

July 3, 1952

All of which is respectfully submitted.

Laura R. Jicklling
Auditor.

Dr. Walter S. Calwell, Assignee, vs. Clarence A. Veal and Bertha G. Veal, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee, for Commissions, viz:	222	00	272	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	75		
Auditor - stating this account	13	50	43	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	33	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premiums	25	60		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
One-half Federal revenue stamps	3	58		
One-half State revenue stamps	3	57		
Clerk of Court - recording assignments	2	50		
Clara M. Link - notary fees	1	25	109	26
To The County Trust Company, first mortgagee - in full for mortgage claim filed	5,326	83	5,326	83
To Administrator of Veterans' Affairs, assignee of second mortgage - this balance on account claim filed	675	28	675	28
			6,426	62
Balance due on secondmortgage	840	54		
Interest thereon at 4% from 9/1/51 to day of sale - 3/28/52	19	52		
	860	06		
Cr. Amount allowed as above	675	28		
Balance subject to decree in personam	184	78		

with Walter S. Calwell, Assignee Cr.

1952			
Mar.	28 Proceeds of Sale	6,400 00	6,400 00
	Refund ground rent - adjusted to 3/28/52	26 62	26 62
			6,426 62

Filed 13 May, 1953. Filed 9 July, 1952.

ORDER NISI

Walter S. Calwell,
Assignee

VERSUS

Clarence A. Veal
and
Bertha G. Veal, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,426 Equity.

ORDERED, This 9 day of July, 1952, 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 18 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of May, 1953, 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 Nicholson
Judge

LIBER 77 PAGE 109

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 4, 1952

We hereby certify, that the annexed

Order Nisi — Eq 10426

Clarence A. Veal

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 18th day of Aug, 1952 The first insertion being made the 17th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bast

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,426 Equity
WALTER S. CALWELL, Assignee
Vs.
CLARENCE A. VEAL and BERTHA G. VEAL, his wife.

Ordered, this 9th day of July, 1952, 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 18th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jy-31

Filed 5 Aug. 1952.

MG-5228.

IN THE MATTER OF THE SALE	:	NO. 10,417 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF JACOB H. COBLE AND	:	FOR
BENITA L. COBLE, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

Please docket this suit and file the within original mortgage and statement of mortgage debt.

Albert J. Goodman

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Attorney Named in Mortgage

Filed 21 Feb., 1952.

MORTGAGE FEE—COUNTY—34.

PURCHASE MONEY LIBER 77 PAGE 111 No. 10,417 Equity

This Mortgage, Made this 2nd day of October,

in the year nineteen hundred and forty-six, by and between JACOB H. COBLE and BENITA L. COBLE, his wife,

Mortgagor s, of Anne Arundel County in the State of Maryland, of the first part,

and PATRICK J. WHITE and ALMIRA S. WHITE, his wife,

Mortgagee s, of the second part.

WHEREAS, the said mortgagors are justly indebted unto the said mortgagees in the full and just sum of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00), to be repaid in monthly installments of FIFTY DOLLARS ($50.00) each, payable on the 4th day of each and every month hereafter until the full sum of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00), together with interest at the rate of six per cent (6%) per annum is paid, said payments to be applied first to the interest on the unpaid balance and the remainder to the principal, and as evidencing the same, have this day passed unto the said mortgagees their joint promissory note of even date herewith in the amount of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00), payable in installments as aforesaid; and

WHEREAS, it is hereby agreed and understood that the mortgagors shall have the right and privilege of reducing this mortgage at any installment period in any amount or to pay the entire debt hereby secured at any such time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Filed 21 Feb., 1952.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s do grant and convey unto the said Mortgagee s, their heirs and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows; subject, however, to the restrictions, easements and rights of way of record, and the restrictions, conditions and covenants more fully set forth in a deed from Warren Smadbeck and wife to John Candatore dated June 28, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 187, folio 61:

BEING Lots Nos. 4798, 4799, 4800 and 4801, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Third Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 8, formerly recorded in Plat Book F.S.R. No. 3, folio 22.

BEING the same property which was conveyed to the said Jacob H. Coble and wife by Amos F. Blank and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County aforesaid immediately prior hereto.

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 PATRICK J. WHITE and ALMIRA S. WHITE, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, forever, in fee simple, subject to the restrictions hereinbefore referred to.

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

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 mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED DOLLARS ($100.00) ~~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 Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) ~~Dollars~~, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Grace R. Hartge
Grace R. Hartge

Jacob H. Coble (SEAL)
Jacob H. Coble

Benita L. Coble (SEAL)
Benita L. Coble

(SEAL)

(SEAL)

LIBER 77 PAGE 114

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 2nd day of October, in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JACOB H. COBLE and BENITA L. COBLE, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared PATRICK J. WHITE and ALMIRA S. WHITE, his wife, mortgagees, 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.

Grace R. Hartge

Grace R. Hartge, Notary Public

~~We hereby assign the within mortgage unto Albert J. Goodman for the purpose of foreclosure only.~~

~~As witness our hands and seals this day of 19~~

~~Witness~~

~~Patrick J. White (SEAL)~~

~~Almira S. White (SEAL)~~

~~Grace R. Hartge as to both~~

MORTGAGE

FROM

JACOB H. COBLE and

BENITA L. COBLE, his wife

TO

PATRICK J. WHITE and

ALMIRA S. WHITE, his wife

BLOCK NO.

Received for Record Oct 2, 1946.

at 1:45 o'clock M. Same day recorded

in Liber No. 380 Folio 480 &c.,

one of the Land Records of

examined per

Clerk.

Cost of Record, $

ALBERT J. GOODMAN
Attorney at Law
Annapolis, Maryland

The Daily Record Company, Baltimore, Md.

IN THE MATTER OF THE SALE	:	NO. 10,417 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF JACOB H. COBLE AND	:	FOR
BENITA L. COBLE, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Patrick J. White and Almira S. White, his wife, under the mortgage from Jacob H. Coble and Benita L. Coble, his wife, dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 380, folio 480:

Principal debt as of December 4, 1951	2,811.04
Interest @ 6% 12/4/51 to 3/25/52	52.47
Fire insurance premium advanced	18.00
	2,881.51

Filed 21 Feb., 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared PATRICK J. WHITE and ALMIRA S. WHITE, his wife, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

GRACE R. HARTGE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Grace R. Hartge

Grace R. Hartge, Notary Public

Maryland Form Bond—
Sale of Real Estate

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JACOB H. COBLE AND BENITA L. COBLE, HIS WIFE

LIBER 77 PAGE 116

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

ATTORNEY'S BOND

NO. 10,417 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Know All Men by these Presents:

THAT WE, ALBERT J. GOODMAN

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00)- 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 21st day of February, nineteen hundred and fifty-two.

Whereas, by virtue of a power of sale contained in a mortgage from Jacob H. Coble and Benita L. Coble, his wife, to Patrick J. White and Almira S. White, his wife, bearing date on or about the 2nd day of October, nineteen hundred and forty-six, the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman, attorney named in the mortgage, ~~by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal~~ is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain ~~in full~~ force and virtue in law.

WITNESS:

Grace C. Hartge as to Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INDEMNITY COMPANY

M. E. Haney as to L. E. King, Attorney

Form 8182—A—6-50

Approved this 23 Feb, 1952
John H. Hopkins, 3rd, Clerk.

Filed 23 Feb, 1952.

ALBERT J. GOODMAN
12 Church Circle, Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

LOCATED IN WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Jacob H. Coble and Benita L. Coble, his wife, to Patrick J. White and Almira S. White, his wife, dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 380, Folio 480, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the Courthouse Door in the City of Annapolis, Maryland, on

Tuesday, March 25, 1952

AT 11 O'CLOCK, A.M.

All those lots of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as Nos. 4798, 4799, 4800, and 4801, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Third Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 8, formerly recorded in Plat Book F. S. R. No. 3, Folio 22, subject to the restrictions or record.

Being the same property which was conveyed to the said Jacob H. Coble and Benita L. Coble, his wife, by Amos F. Blank and wife by deed dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 380, Folio 479.

This property is improved by a one-story, concrete block bungalow, containing four rooms, with toilet, electricity and running water, but with no other modern conveniences.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid on ratification of sale, with interest from day of sale to date of settlement; taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN,
Attorney Named in Mortgage,
12 Church Circle,
Annapolis, Maryland.

Filed 26 Mar., 1952

IN THE MATTER OF THE SALE	:	NO. EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF JACOB H. COBLE and	:	FOR
BENITA L. COBLE, his wife	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER AND
CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (~~we~~) have purchased at public auction from Albert J. Goodman, Attorney named in the mortgage, the property described in the advertisement attached hereto for the sum of Three Thousand Five Hundred DOLLARS ($3500.00); and I (~~we~~) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (~~our~~) hand(~~s~~) and seal(~~s~~) this 25th day of March, 1952.

WITNESS:

Grace R. Hartge as to Joseph M. Armstrong (SEAL)

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Attorney named in the mortgage, the property described in the advertisement attached hereto to Joseph M. Armstrong at and for the sum of Three Thousand Five Hundred DOLLARS ($3500.00), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 25th day of March, 1952.

WITNESS:

Grace R. Hartge — Grace R. Hartge

G. W. Scible — George W. Scible, Auctioneer (SEAL)

Filed 26 Mar., 1952

IN THE MATTER OF THE SALE	:	NO. 10,417 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF JACOB H. COBLE and	:	FOR
BENITA L. COBLE, his wife	:	ANNE ARUNDEL COUNTY

:::::::

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Southern Maryland Times," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, March 25, 1952, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

> All those lots of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as Nos. 4798, 4799, 4800, and 4801, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Third Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 8, formerly recorded in Plat Book F.S.R. No. 3, folio 22, subject to the restrictions of record.
>
> Being the same property which was conveyed to the said Jacob H. Coble and Benita L. Coble, his wife, by Amos F. Blank and wife by deed dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 380, folio 479.

Said property being sold to Joseph M. Armstrong,

at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00),

Filed 26 Mar., 1952

he being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Attorney named in the mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of March, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge
Notary Public

LIBER 77 PAGE 121

ORDER NISI

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF

~~versus~~

JACOB H. COBLE and
BENITA L. COBLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,417 Equity

Filed 26 Mar., 1952.

Ordered, this 26 day of March, 19 52, That the sale of the Property in said Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the mortgage, ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4 day of May next.

The report states that the amount of sales to be $3,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF

~~versus~~

JACOB H. COBLE and
BENITA L. COBLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 12 May, 1952.

ORDERED BY THE COURT, This 12th day of May, 1952, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

Maryland Form Bond—
Sale of Real Estate

LIBER 77 PAGE 122

ADDITIONAL BOND
IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
JACOB H. COBLE AND
BENITA L. COBLE, HIS WIFE

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

NO. 10,417 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

ATTORNEY'S BOND

Know All Men by these Presents:

THAT WE ALBERT J. GOODMAN

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred and No/100 ($500.00)---------- Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th day of March nineteen hundred and fifty-two.

Filed 31 Mar., 1952

Whereas, by virtue of a power of sale contained in a mortgage from Jacob H. Coble and Benita L. Coble, his wife to Patrick J. White and Almira S. White, his wife bearing date on or about the 2nd day of October nineteen hundred and forty-six, the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman, attorney named in the mortgage, ~~[illegible]~~ is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS:

Grace R. Hartge as to Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INDEMNITY COMPANY

Dorothy Gepe as to L. E. King, Attorney

Form 8182—A—6-50

Approved this 31 Mar., 1952
John H. Hopkins, 3rd, Clerk

Legal Notice

ALBERT J. GOODMAN
12 Church Circle
Annapolis, Maryland

ATTORNEY'S SALE OF VALUABLE IMPROVED REAL ESTATE LOCATED IN WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Jacob H. Coble and Benita L. Coble, his wife, to Patrick J. White and Almira S. White, his wife, dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 380, folio 480, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the courthouse door in the City of Annapolis, Maryland on

TUESDAY, MARCH 25, 1952,
AT 11 A. M.

All those lots of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as Nos. 4798, 4799, 4800, and 4801, together with the right, title and interest of the mortgagors if any, in and o that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Third Map of Woodland Beach, District Number Oone, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 8, formerly recorded in Plat Book F. S. R. No. 3, folio 22, subject to the restrictions of record.

Being the sameproperty which was conveyed to the said Jacob H. Coble and Benita L. Coble, his wife, by Amos F. Blank and wife by deed dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 380, folio 479.

This property is improved by a one-story, concrete block bungaolw, containing four rooms, with toilet, electricity and running water, but with no other modern conveniences.

Terms of sale: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid on ratification of sale, with interest from day of sale to date of settlement; taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:
ALBERT J. GOODMAN
Attorney Named in Mortgage
12 Church Circle
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

m-21

Filed 9 Apr., 1952.

OFFICE OF LIBER 77 PAGE 123

Southern Maryland Times

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1952

We hereby certify, that the annexed Order of Publication Jacob H. Coble

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of March, 1952. The first insertion being made the 28th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

LIBER 77 PAGE 124

OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,417 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JACOB H. COBLE and BENITA L. COBLE, his wife.

Ordered, this 26th day of March, 1952, That the sale of the Property in said Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the mortgage, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states the amount of sales to be $3,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-17

Filed 10 May, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 9, 1952

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10,417

Jacob H. Coble

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of May, 1952. The first insertion being made the 27th day of March, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. S. M. T.

LIBER 77 PAGE 125

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs
Jacob L. Coble
and
Benita L. Coble, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,417 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 28 May, 1952

May 27, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Jacob H. Coble and Benita L. Coble, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	135	82	235	82
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	75		
Auditor - stating this account	9	00	38	75
To Attorney for Expenses, viz:				
Speer Publications, Inc. -advertising sale	29	07		
Speer Publications, Inc. - order nisi (sale)	8	00		
Speer Publications, Inc. - order nisi (acct)	6	00		
Capital-Gazette Press - handbills	9	69		
Glens Falls Indemnity Co. -bond premiums	17	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal revenue stamps	1	93		
One-half State revenue stamps	1	92		
Grace R. Hartge - notary fees	1	00	94	61
To Attorney for Taxes, viz:				
1952 State & County taxes ($38.85 -adj.)	9	17	9	17
To Patrick J. White and Almira S. White, mortgagees - in full for mortgage claim	2,881	51	2,881	51
To Jacob H. Coble and Benita L. Coble, his wife, mortgagors - this balance	276	59	276	59
			3,536	45

with Albert J. Goodman, Attorney named in Mortgage Cr.

1952				
Mar.	25	Proceeds of Sale	3,500 00	
		Interest on deferred payment	27 30	3,527 30
		Fire insurance premium adjusted to 3/25/52	9 15	9 15
				3,536 45

LIBER 77 PAGE 128

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
~~VERSUS~~ of
Jacob H. Coble
and
Benita L. Coble, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,417 Equity.

Filed 28 May, 1952

ORDERED, This 28 day of May, 19 52, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of July, 19 52, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 10,417 Jacob H. Coble

was published in Gentlemen's Times ~~Evening Capital~~

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of July, 1952. The first insertion being made the 5th day of June, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie L. Carlson

No. E. C. 315

Filed 9 July, 1952

Legal Notices —

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,417 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JACOB H. COBLE and BENITA L. COBLE, his wife.

Ordered, this 28th day of May, 1952, 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 7th 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 7th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-10

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	OF
JAMES LEWIS HAWKINS, JR. and DORIS P. HAWKINS, his wife	:	ANNE ARUNDEL COUNTY No. 10,462 Equity.

- - - -oOo- - - -

Filed 18 Apr., 1958.

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler

John O. Dumler

Attorney named in Mortgage

Form 812

LIBER 552 PAGE 479

LIBER 77 PAGE 130

[DR.—CITY OR COUNTY]

No. 10,462 Equity.

Mortgage

THIS MORTGAGE, Made this 29th. day of December, in the year Nineteen Hundred and Forty-nine, by and between James Lewis Hawkins, Jr. and Doris P. Hawkins, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Forty-seven Hundred Dollars ($ 4700.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Forty-seven Hundred Dollars ($ 4700.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Forty-seven Dollars ($ 47.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of January, 19 50, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

Filed 18 Apr., 1952.

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the same at an iron bolt driven in the ground on the west side of Lake Shore Drive where a stone had been planted at the end of the North sixty-three degrees forty minutes west six hundred seventy-eight and eighty-one one-hundredths foot line of the twenty-nine and one-quarter acre tract of land called "Dear Bought", said place of beginning being also at the intersection of the said west side of said Lake Shore Drive and the northeast side of a proposed thirty foot road; said place of beginning being also at the beginning of the North two degrees twenty-six minutes east one thousand forty-five and twenty-nine one-hundredths foot line of the parcel of ground conveyed by Rev. William R.L. Ruths to the Anne Arundel County Commissioners by Deed dated August 16, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, folio 176; and running thence from said place of beginning, binding on part of said North two degrees twenty-six minutes east one thousand forty-five and twenty-nine one-hundredths foot line, and on the said west side of said Lake

Plaintiff's Exhibit A.

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Shore Drive, North two degrees twenty-six minutes east one hundred twenty-one and three one-hundredths feet to an iron pipe; thence for a line of division North fifty-six degrees forty-eight minutes west one hundred seventy-eight and forty-seven one-hundredths feet to a stake; thence South thirty-three degrees twelve minutes west one hundred and four feet to an iron pipe and to the said northeast side of said proposed thirty foot road; thence running with and binding on the said northeast side of said proposed thirty foot road, South fifty-six degrees forty-eight minutes east two hundred forty and thirty-eight one-hundredths feet, more or less, to the place of beginning; containing five-tenths acre of land, more or less.

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by The Kenwick Company to the said James Lewis Hawkins, Jr. and Doris P. Hawkins, his wife.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, ~~personal representatives~~ and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, ~~personal representatives~~ and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the Attorney or Solicitor instituting such proceedings, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, fee, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, fee, expenses, and commission; and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; Second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal representatives~~ or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

James Lewis Hawkins, Jr. (SEAL)
James Lewis Hawkins, Jr.

Mildred I. Tavik
Mildred I. Tavik

_____ (SEAL)

Doris P. Hawkins (SEAL)
Doris P. Hawkins

_____ _____ (SEAL)

INSPECTED F. O. B. H. R. R.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 29th. day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James Lewis Hawkins, Jr. and Doris P. Hawkins, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.

Mildred I. Tavik
Mildred I. Tavik Notary Public

My commission expires May 7, 1951

Recorded-31st-Dec.-1949-at-10:30-A. M.

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY : IN THE CIRCUIT COURT

VS. : FOR

JAMES LEWIS HAWKINS, JR. and DORIS P. HAWKINS, HIS WIFE : ANNE ARUNDEL COUNTY

No. 10,462 Equity

Filed 18 Apr., 1952.

I HEREBY CERTIFY, That on this 17th day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~City~~ County, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, James Lewis Hawkins, Jr. and Doris P. Hawkins, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

Virginia Reymann
Virginia Reymann Notary Public

Mary E. Bauer
Mary E. Bauer Affiant

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LIBER 77 PAGE 135

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY : IN THE CIRCUIT COURT

VS : FOR

JAMES LEWIS HAWKINS, JR. AND DORIS P. HAWKINS, HIS WIFE : ANNE ARUNDEL COUNTY

No. 10,462 Equity

Filed 16 May, 1952.

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated December 29, 1949	$ 4700.00
Less payments to date	141.97
BALANCE	4558.03

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 15th day of May, in the year one thousand nine hundred fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD.

Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 4, 1953.

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 10,462 Equity.

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
1406 Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND 00/100- -($5,000.00)- - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of May in the year of our Lord nineteen hundred and fifty-two

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from James Lewis Hawkins, Jr. and Doris P. Hawkins, his wife to The Capital Building and Loan Association of Baltimore City bearing date the 29th day of December, 1949 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 552 Folio 479 and John O. Dumler is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Dorothy Basel — John O. Dumler (SEAL)
Dorothy Basel — John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn — By E. L. Worthington
K. Woodburn, *As to Surety* — E. L. Worthington, *Attorney-in-Fact*

Filed 16 May, 1952

Approved this 16 May, 1952
John H. Hopkins, 3rd, Clerk

MD3228a—500, 6-49 124470
Mortgagee's or Attorney's Bond

State of Maryland, Baltimore City, sct:

LIBER 77 PAGE 137

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** a corporation of the State of **MARYLAND,** does hereby constitute and appoint **E. L. Worthington** Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd day of August, 1951.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

ATTEST: **W. HOLTON PARR**
Assistant Secretary

By: **WM. H. C. GRIFFITH**
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney,
May 9, 19 52

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. H. Beckwith,

Assistant Secretary

LIBER 77 PAGE 138

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES LEWIS HAWKINS, JR. and DORIS P. HAWKINS, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 10,462

- - - -oOo- - - -

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

Filed 24 May, 1952

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the twentieth day of May, 1952 at two o'clock P. M., sell at the Court House door, Annapolis, Maryland, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City, at and for the sum of Three Thousand Five Hundred Dollars ($3500.00) cash, the said The Capital Building and Loan Association of Balto. City, having offered the greatest price therefor.

John O. Dumler
John O. Dumler
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this twentieth day of May, in the year one thousand nine hundred and fifty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD.

Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 4, 1953

9

ORDER NISI

LIBER 77 PAGE 139

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

JAMES LEWIS HAWKINS, JR. and DORIS P. HAWKINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,462 Equity

Filed 24 May, 1952

Ordered, this 24 day of May, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30 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 30 day of June next.

The report states that the amount of sales to be $3,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

JAMES LEWIS HAWKINS, JR. and DORIS P. HAWKINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 2 July, 1952

ORDERED BY THE COURT, This 2d day of July, 1952, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 2, 1952

We hereby certify, that the annexed Order Nisi Equity 10,462 - Sale James Lewis Hawkins, Jr.

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 30th day of June, 1952. The first insertion being made the 29th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie J. Larson

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,462 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

JAMES LEWIS HAWKINS, JR., and DORIS P. HAWKINS, his wife.

Ordered, this 24th day of May, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of June next.

The report states that the amount of sales to be $3,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True-Copy, TEST.

JOHN H. HOPKINS, 3rd., Clerk.

Jn-10

Filed 2 July, 1952.

No. MG 3386

//

In the Case of

The Capital Building & Loan Association of Baltimore City

VS.

James Lewis Hawkins, Jr., and Doris P. Hawkins, his wife

In the

Circuit Court

For

Anne Arundel County

#10,462 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 21 July, 1952.

July 15, 1952

All of which is respectfully submitted.

Laura K. Fickling

Auditor.

Dr. The Capital Building & Loan Association of Baltimore City vs. James Lewis Hawkins, Jr., and Doris P. Hawkins, his wife. in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	136	47	211	47
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	17	40		
Fidelity & Deposit Co. of Md. - bond premium	20	00		
E. T. Newell & Co - auctioneer's fee	25	00		
One-half Federal revenue stamps	1	93		
One-half State revenue stamps	1	92		
Dorothy Basel - notary fees	1	00	133	77
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,165	90	3,165	90
			3,548	89
Amount of mortgage claim filed	4,558	03		
Cr. Amount allowed as above	3,165	90		
Balance subject to decree in personam	1,392	13		

with John O. Dumler, Attorney named in Mortgage Cr.

1952						
May	20	Proceeds of Sale	3,500	00		
		Interest on deferred payment	20	00	3,520	00
		Refund 1952 State and County taxes ($47.29 - adjusted)	28	89	28	89
					3,548	89

LIBER 77 PAGE 144

ORDER NISI

The Capital Building & Loan Association of Baltimore City

VERSUS

James Lewis Hawkins, Jr., and Doris P. Hawkins, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,462 Equity.

Filed 21 July, 1952

ORDERED, This 21 day of July, 19 52, 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 25 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of August, next.

John H. Hopkins, 3rd, Clerk.

Filed 14 Jan., 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of January, 19 53, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 16, 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.
Equity 10462
James Lewis Hawkins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1952. The first insertion being made the 24th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed 14 Jan., 1953.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,462 Equity
THE CAPITAL BUILDING & LOAN ASSOCIATION of Baltimore City
Vs.
JAMES LEWIS HAWKINS, JR., and DORIS P. HAWKINS, His Wife.

Ordered, this 21st day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper, published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-7

MG-J-579

HENRY KOLLMAN, et al

vs.

THE FIRST LITHUANIAN BUILDING ASSOCIATION OF BALTIMORE CITY

* IN THE

* CIRCUIT COURT NO. 2

* OF BALTIMORE CITY

*

No. 7443 Equity

Upon the aforegoing petition and affidavit, it is hereby ordered this 23rd day of July, 1935 by the Circuit Court No. 2 of Baltimore City that William F. Broening, Receiver of The First Lithuanian Building Association of Baltimore City, be and he is hereby authorized and empowered to accept the sum of $1,450.00 cash in full settlement of the balance due by Harry Morris and Edna Morris, his Wife, for the property known or designated as No. 25 Wasena Avenue, Curtis Heights, Anne Arundel County, Maryland. And it is further ordered that said Receiver be and he is hereby authorized and empowered to sign all papers and do all things which may be necessary to consummate said transaction. And it is further ordered that said Receiver be and he is hereby authorized and empowered to pay to the Estate or proper personal representative of William Romberg, deceased, the sum of $135.00 in full settlement of his claim referred to in the aforegoing petition.

Filed Sept. 25, 1947

J. Frank Supplee, Jr.

State of Maryland,
City of Baltimore, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original ORDER; signed the 23rd day of July, 1935

now on file in this office in the cause therein entitled HENRY KOLLMAN, et al -vs- THE FIRST LITHUANIAN BUILDING ASSOCIATION OF BALTIMORE CITY

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 10th day of September A. D. 1947

John S. Clarke

Clerk.

WILLIAM C. ROGERS, Attorney named in Mortgage	*	IN THE
vs	*	CIRCUIT COURT
JOHN M. GROVER and	*	FOR
ROSE GROVER, his wife	*	ANNE ARUNDEL COUNTY
	**********	In Equity No. 10,428

Mr. Clerk:

Please docket suit in the above entitled case and file Petitioner's Exhibit "A".

Filed 28 Feb., 1952.

WILLIAM C. ROGERS, Attorney named in Mortgage

Winson G. Gott, Jr., Lee Building, Annapolis
Attorney for Plaintiff

PETITIONER'S EXHIBIT "A". LIBER 77 PAGE 147

VA Form 4-6318a (Home Loan)
August 1946. Use Optional.
Servicemen's Readjustment Act
(38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

MARYLAND

BOOK 591 PAGE 469

MORTGAGE

No. 10,428 Equity

THIS MORTGAGE, Made this *25th* day of *September*, A. D. 19 50, by and between JOHN M. GROVER and ROSE GROVER, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, - - - - -- - - -- -

[illegible]

hereinafter called the Mortgagee.

Filed 28 Feb, 1952

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of FIVE THOUSAND FIFTY - - - - --- - - - - - - -Dollars ($ 5050.00 -), with interest from date at the rate of four - - - - - - per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION - - - - - - - - , in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of THIRTY DOLLARS AND SIXTY-ONE CENTS ($ 30.61 - -), commencing on the first day of October - - - -, 19 50 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September - - - - - - - - -, 19 70. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel - - - - County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 42 Block C on the Plat of Section 1 of Arundel Village Sub-division which plat is recorded in Cabinet 3, Rod E-5 Plat No. 8 of the plat records of Anne Arundel County. The improvements thereon being known as No. 5226 Wasena Avenue.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by EUGENE B. PHILLIPS and EDYTHE PHILLIPS, his wife, to JOHN M. GROVER and ROSE GROVER, his wife, the within Mortgagors.

Said Deed dated as above, was delivered the same day as the delivery of this said Mortgage, both being part of one simultaneous transaction, and this Mortgage is given to secure a part of the purchase money of the above described lands and premises.

THE Mortgagors covenant and agree that so long as this Mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To Have and to Hold the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $60.00 payable half-yearly on the twenty-fourth days of May and November, in each and every year.

Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not consitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b). The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the mortgage debt secured hereby; and
(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or

impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the durchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty - - - - - - - - - days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or WILLIAM C. ROGERS - - - - - - - - , its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel- County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of ONE HUNDRED - Dollars ($ 100.00- -) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel - County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

LIBER 77 PAGE 150
BOOK 591 PAGE 472

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgager(s) on the day and year first above written.

Witness: Herbert E. Muse
HERBERT E. MUSE

John M. Grover [SEAL]
JOHN M. GROVER

Rose Grover [SEAL]
ROSE GROVER

[SEAL]

[SEAL]

INSPECTED F.O.B. H.L.B.B.

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

I HEREBY CERTIFY, That on this 25th day of September, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOHN M. GROVER and ROSE GROVER, his wife, - the above named Mortgagors, and they - - acknowledged the foregoing Mortgage to be their - - - - - - - - act.

At the same time also personally appeared THOMAS J. STODDARD - - - - - the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid

Herbert E. Muse
Notary Public

My commission expires May 7th, 1951.

Recorded Sept. 27th. 1950 at 2:15 P.M.

FILE NO.
WRITTEN BY
FORM APPROVED
READY FOR RECORD

STATE OF MARYLAND
16779
COUNTY MORTAGE

JOHN M. GROVER and
ROSE GROVER his wife
TO
FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

Received for Record
at o'clock M., 19
Same day recorded in Liber No.
Folio , etc., one of the Mortgage
Records of County and
examined per
Cost of Records, $, Clerk.

Received for record 27 day of Sept 1950, at 2:15 o'clock P.M. and the same day recorded in Liber J.H.H., No. 591 Fol. 469, Land Records of Anne Arundel County.
John H. Hopkins Jr.
Clerk

☆ U. S. GOVERNMENT PRINTING OFFICE

Pd. 11.50

WILLIAM C. ROGERS,	*	IN THE
Attorney Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
JOHN M. GROVER and	*	ANNE ARUNDEL COUNTY
ROSE GROVER, his wife	*	In Equity No. 10,428

****

STATE OF MARYLAND)
) To wit:
CITY OF BALTIMORE)

Filed 28 Feb., 1952.

On this 25th day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That John M. Grover and Rose Grover, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said John M. Grover and Rose Grover, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Notary Public

WILLIAM C. ROGERS, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs	*	FOR
JOHN M. GROVER and	*	ANNE ARUNDEL COUNTY
ROSE GROVER, his wife	*	In Equity
		No. 10,428

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

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from John M. Grover and Rose Grover, his wife, to Fraternity Federal Savings and Loan Association, dated September 25, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 591, folio 469.

Filed 4 Apr., 1952.

John M. Grover and
Rose Grover, his wife
5226 Wasena Avenue
Anne Arundel County, Maryland

April 1, 1952

Amount of Original Loan		$5,050.00
Interest on Loan		275.73
Expenses:		
Ground Rent	$ 90.00	
Taxes	58.27	
San. Charge	13.70	
Transfer to Principal and Interest	30.61	192.58
		$ 5,518.31
Less Payments		654.45
BALANCE DUE BY MORTGAGORS		$ 4,863.86

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By Ralph M. Milbourne
Ralph M. Milbourne, Vice President

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 3rd day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ralph M. Milbourne, Vice President of Fraternity Federal Savings and Loan Association, 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.

Herbert C. Moore
Notary Public

Attorney Named in Mortgage

~~Mortgagee Attorney~~ Bond.

1-369 1m-12-32

LIBER 77 PAGE 153

75784

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

no. 10,428 Equity

Know All Men by These Presents:

That we William C. Rogers - 113 E. Baltimore Street, Baltimore, Maryland, as Principal

and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd day of April in the year nineteen hundred and fifty-two.

Filed 4 Apr., 1952.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from John M. Grover and Rose Grover, his wife, to the Fraternity Federal Savings & Loan Association, bearing date the 25th day of September nineteen hundred and Fifty, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 591, Folio 469, and

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Herbert C. Moore AS TO

Attest: Herbert C. Moore

William C. Rogers (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY,

By J. M. Ow Vice-President J. F. Eierman

Attest: By Assistant Secretary Jos. T. Kozlosky

Witness as to Surety:

R.H. Nichols

R.H.Nichols

approved this 4 April, 1952
John H. Hopkins, 3rd, Clerk

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs	*	FOR
JOHN M. GROVER and	*	ANNE ARUNDEL COUNTY
ROSE GROVER, his wife	*	In Equity No. 10428

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

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

Filed 10 Apr., 1952.

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as No. 5226 Wasena Avenue, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Annapolis, Maryland, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Monday, the seventh day of April, 1952, at 3:00 o'clock p.m., attend on the premises and then and there sold the leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association at and for the price of $5,000.00, which said sum was the highest amount bid for the property.

WILLIAM C. ROGERS, Attorney
named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 8th day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
Notary Public

WINSON G. GOTT, JR., ATTORNEY
Annapolis, Maryland

MORTGAGEE'S SALE OF VALUABLE LEASEHOLD PROPERTY SITUATE IN ANNE ARUNDEL VILLAGE, FIFTH ELECTION DISTRICT, NO. 5226 WASENA AVENUE.

Under and by virtue of a power of sale contained in a mortgage from John M. Grover and Rose Grover, his wife, to Fraternity Federal Savings and Loan Association, dated September 25th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 591, folio 469, the undersigned, as Attorney named in said mortgage will offer for sale at public auction on the premises on

MONDAY, APRIL 7, 1952
AT 3 P. M.

Lot Number 42, Block C, on the Plat of Section 1 of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8 of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5226 Wasena Avenue. Subject to an annual ground rent of $60 and improved by a two story brick dwelling.

Said property is subject to the restrictions set forth in deeds from Charlotte Stoll to Arvil Corporation, dated April 16, 1943, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 276, folio 257; Arvil Corporation to Wasena Housing Corporation, dated April 15, 1943, recorded in Liber J. H. H. No. 276, folio 291; and Raymond M. Foley et al to Arundel Village Investment Corporation, dated May 11, 1946, recorded in Liber J. H. H. No. 355, folio 400; and subject also to Pole Agreement between the Wasena Housing Corporation and Consolidated Gas, Electric Light and Power Company, dated September 29, 1943, recorded in Liber J. H. H. No. 298, folio 170.

Terms of Sale: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, ground rent and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage.

GEORGE W. SCIBLE, Auctioneer.

m-27

ORDER NISI

LIBER 77 PAGE 155

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

JOHN M. GROVER and ROSE GROVER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,428 Equity

Filed 10 Apr. 1952.

Ordered, this 10 day of April, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 5,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

JOHN M. GROVER and ROSE GROVER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 21 May 1952.

ORDERED BY THE COURT, This 21st day of May, 1952, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

GEORGE W. SCIBLE - - - - - - - - - - - - - - Auctioneer

WINSON G. GOTT, JR., Attorney
Annapolis, Maryland

MORTAGEE'S SALE

OF VALUABLE

Leasehold Property

SITUATE IN ARUNDEL VILLAGE, FIFTH ELECTION DISTRICT,
NO. 5226 WASENA AVENUE

Filed 17 Apr. 1952

Under and by virtue of a power of sale contained in a mortgage from John M. Grover and Rose Grover, his wife, to Fraternity Federal Savings and Loan Association, dated September 25th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 591, Folio 469, the undersigned, as Attorney named in said mortgage will offer for sale at public auction on the premises on

MONDAY, APRIL 7, 1952

AT 3 O'CLOCK, P.M.

Lot Number 42, Block C, on the Plat of Section 1 of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8 of the Plat records of Anne Arundel County. The improvements thereon being known as No. 5226 Wasena Avenue. Subject to an annual ground rent of $60 and improved by a two-story brick dwelling.

The property is subject to the restrictions set forth in deeds from Charlotte Stoll to Arvil Corporation, dated April 15, 1943, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 276, Folio 287; Arvil Corporation to Wasena Housing Corporation, dated April 15, 1943, recorded in Liber J. H. H. No. 276, Folio 291; and Raymond M. Foley, et al, to Arundel Village Investment Corporation, dated May 13, 1946, recorded in Liber J. H. H. No. 355, Folio 400; and subject also to Pole Agreement between the Wasena Housing Corporation and Consolidated Gas, Electric Light and Power Company, dated September 29, 1943, recorded in Liber J. H. H. No. 293, Folio 179.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time o fsale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, ground rent and all other public charges to be adjusted to day of sale.

Attorney Named In Mortgage.
WILLIAM C. ROGERS,

Equity 10[illegible]

I hereby certify that I have this 7th day of April, 1952, sold the property known as No. 5226 Wasena Avenue, described on the reverse side hereof, to Fraternity Federal Savings and Loan Association at and for the sum of Five Thousand and 00/100 - - - - - - - Dollars ($5,000.00), it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible

George W. Scible, Auctioneer

I/ WE hereby certify that we have, this 7th day of April, 1952, purchased the property known as No. 5226 Wasena Avenue, Arundel Village, described on the reverse side hereof, from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Five Thousand and 00/100 - - - - - - - - - - - - Dollars ($5,000.00 - -), and we agree to comply with the terms of sale as set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By Herbert [illegible] Moore Atty

Purchaser

Alice C. Papen

Filed 17 Apr. 1952

LIBER 77 PAGE 158

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Filed 21 May, 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,428 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage

Vs.

JOHN M. GROVER and ROSE GROVER, his wife.

Ordered, this 10th day of April, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of May next.

The report states that the amount of sales to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Annapolis, Md., May 19, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,428 John M. Grover

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 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

No. MG 7127

LIBER 77 PAGE 159

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
John M. Grover
and
Rose Grover, his wife

In the

Circuit Court

For

Anne Arundel County

10,428 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 3 July, 1952.

July 2, 1952

All of which is respectfully submitted.

Laura K. Jiklins
Auditor.

Dr. William C. Rogers, Attorney named in Mortgage, vs. John M. Grover and Rose Grover, his wife — in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	181	17	281	17
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal revenue stamps	2	75		
One-half State revenue stamps	2	75		
Herbert C. Moore - notary fees	1	00	112	71
To Attorney for Taxes, viz;				
1952 State and County taxes - adjusted	15	63	15	63
To Attorney for Ground Rent, viz:				
Ground rent from 11/24/51 to 4/7/52	22	16	22	16
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	4,569	58	4,569	58
			5,039	00
Amount of mortgage claim filed	4,863	86		
Cr. Amount allowed as above	4,569	58		
Balance subject to decree in personam	294	28		

with William C. Rogers, Attorney named in Mortgage Cr.

1952				
April	7	Proceeds of Sale	5,000 00	
		Interest on deferred payment - 1 month 22 days	39 00	5,039 00
				5,039 00

LIBER 77 PAGE 162

ORDER NISI

William C. Rogers,
Attorney named in Mortgage
VERSUS
John M. Grover
and
Rose Grover, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,428 Equity.

ORDERED, This 3 day of July, 19 52, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge

Filed 14 Aug., 1952. Filed 3 July, 1952.

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

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,428 Equity
WILLIAM C. ROGERS, Attorney named in Mortgage
Vs.
JOHN M. GROVER and ROSE GROVER, his wife.

Ordered, this 3rd day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-24

Filed 14 Aug., 1952.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 6, 1952

We hereby certify, that the annexed

Order Nisi - 10428

John M. Grover

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of August, 1952 The first insertion being made the 10th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bash

52/7

364

HENRY A. DONNELLY Dorsey, Elkridge, Maryland, Complainant, vs. ELSIE VIRGINIA DONNELLY also known as, Elsie Virginia Blankenship, and, Elsie Virginia Stevens, 620 Talbot Ave. Laurel, Howard County, Maryland. Respondent, and THE HANOVER BANKING AND BUILDING ASSOCIATION, a Maryland Corporation, South Hanover St Baltimore, Maryland.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity #9684

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Henry A. Donnelly, by William J. Boehm and Emmanuel H. Horn, his attorneys, respectfully shows unto your Honor:

1. That on March 8, 1935, your Complainant went through a marriage ceremony at Martinsburg, West Virginia, with the respondent, Elsie Virginia Donnelly, also known as Elsie Virginia Blankenship, also known as Elsie Virginia Stevens, and lived together as husband and wife until or about June, 1948, and that no children were born as a result of this marriage.

2. That on June 12, 1948, your Complainant filed a Bill of Complaint in the Circuit Court for Howard County, praying that he be divorced a vinculo matrimonii from the Respondent, for that the Respondent had abandoned and deserted your Complainant.

3. That the Respondent answered said Bill of Complaint and filed a Cross Bill, which was answered by your Complainant. Evidence and testimony taken at the hearing revealed that the Respondent, Elsie

Filed May 2, 1949

Virginia Donnelly, nee Blankenship, nee Stevens, had previously married one certain John M. Blankenship, and that said John M. Blankenship was still living and that the respondent's said marriage to said John M. Blankenship had never been dissolved by a divorce.

4. That on the 26th day of January, 1949, the Circuit Court for Howard County, in Equity, (Case# 4374), adjudged, ordered and decreed, that the marriage of said Complainant, Henry A. Donnelly, to said Respondent, Elsie Virginia Donnelly, nee Blankenship, nee Stevens, at Martinsburg, West Virginia, on the 8th day of March, 1935 be, and the same, was declared null and void.

5. And that your Complainant further shows, that theretofore, on December 23, 1935, he purchased real property located in Anne Arundel County, RFD #9, McPherson Station, Harmon- Dorsey Road, and at the time, thinking that your Complainant and Respondent were legally married, a deed of purchase was duly executed from the Hanover Banking and Building Association to Henry A. Donnelly and Elsie Virginia Donnelly, his wife, as tenants by the entireties, said deed of purchase filed herewith as Complainant's Exhibit #1; and that a balance of Two Thousand ($2000.00) Dollars is still due to the Hanover Banking and Building Association under the terms of said Deed of Purchase.

6. That your orator is advised, and believes, and therefore avers, that the aforesaid Deed of Purchase is a nullity, and he respectfully suggests that the same be so construed and declared by this Honorable Court.

TO THE END THEREFORE:

a. That this Honorable Court may take jurisdiction in the premises, and inquire into the validity vel non of the said Deed of Purchase, dated December 23, 1935, to the end that the same may be declared null and void and of no force and effect in law.

b. That a trustee be appointed by this Honorable Court to make a conveyance of the property described in said Deed of Purchase, to Henry A. Donnelly subject only to the provisions of the agreement

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with the Hanover Banking and Building Association.

c. That your orator may have such other and further relief in the premises as his cause in Equity may require.

And as in duty bound, etc,

Henry A. Donnelly
Complainant

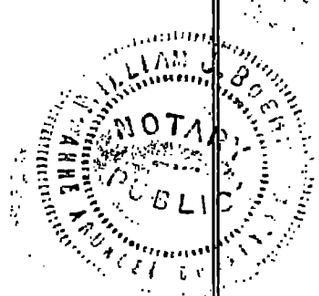
By William J. Boehm
William J. Boehm
Emmanuel H. Horn
Attorneys for Complainant

State of Maryland,

Anne Arundel County, SCT.

I HEREBY CERTIFY, that on this 27th day of April in the year 1949, before me the subscriber, a Notary Public of the said State, in and for the said County, personally appeared the within named Henry A. Donnelly, complainant, and made oath in due form of law, that the matters and facts set out and alleged in the within Bill of Complaint are true, as therein stated, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal



William J. Boehm
Notary Public

3

 Exhibit #1 (2)

THIS AGREEMENT, Made this 23 day of December, in the year one thousand nine hundred and thirty-five, between THE HANOVER BANKING AND BUILDING ASSOCIATION OF BALTIMORE CITY, a body corporate, in the State of Maryland, of the first part, and HENRY ARTHUR DONNELLY and ELSIE VIRGINIA DONNELLY, his wife, of the second part.

WITNESSETH, That for and in consideration of the premises and of the payments of the sums of money hereinafter provided, the said party of the first part doth bargain and sell unto the said parties of the second part, and the said parties of the second part agree to purchase from the said party of the first part, for the sum of Thirty-Two Hundred Dollars, ($3200.00), the property known and designated as hereinafter described, in fee simple.

BEGINNING for the same at the intersection of the west side of a private road 30 feet wide leading from the McPherson Home place to the County Road and the south side of said county road, said point of beginning being 215 feet westerly from the intersection of the south side of said county road, and the westernmost outline of the right of way of the Washington, Baltimore and Annapolis Electric Railway, and running thence binding on the south side of said county road north 89 degrees 21 minutes west 860.88 feet to the third line of the land described in a deed from Thomas A. Cromwell to George H. McPherson, dated December 10, 1894 and recorded among the Land Records of Anne Arundel County in Liber J.C.B. No. 1., folio 129, thence binding reversely on said third line south 5 degrees 31 minutes west 1334.85 feet to the end of the second line of said deed, thence binding reversely on said second line south 88 degrees 35 minutes east 842.20 feet to said westernmost right of way, thence binding on said westernmost right of way north 15 degrees 09 minutes east 564.45 feet to the westernmost side of said 30 foot road, thence binding on the west side of said 30 foot road north 0 degrees 01 minutes 10 seconds West 795.17 feet to the place of beginning. Being the portion of the land described in a deed from Thomas A. Cromwell to George H. McPherson, dated December 10th, 1894, and recorded among the Land Records of Anne Arundel County in Liber J. C. B. No. 1, folio 129, lying and situate west of the right of way of the Washington, Baltimore and Annapolis Electric Railway and the private road. Containing 27.51 acres of land, more or less.

1. The said party of the first part agrees to deliver to the said parties of the second part a good and merchantable title to said property together with a deed duly executed and acknowledged at the expense of the parties of the second part, whenever and on the condition that the said parties of the second part shall have paid to the said party of the first part the total sum of Thirty-Two Hundred ($3200.00) Dollars, with interest, in the following manner: The sum of Thirty Dollars, ($30.00) to be paid monthly to the Hanover Banking and Building Association of Baltimore City,

Filed May 26 1949 - No. 9634 Equity

4

1600 S. Hanover Street; and after the deduction of interest, taxes and insurance, the balance of said monthly payments to be applied to the purchase price. It is understood that the said party of the first part is to pay the taxes and insurance out of the said rent of $30.00 per month.

2. It is understood and agreed between the parties hereto that time is the essence of this contract, and in default of eight weeks, then the said parties of the second part become a weekly tenant, then and in that event this agreement shall become null and void without any previous demand, notice, tender of deed or formal declaration of forefeiture by the party of the first part, and all payments made thereon by the parties of the second part, shall be regarded as compensation for the use of said premises, and as liquidated damages for the breach of this contract, and as such shall be retained by the party of the first part, and the party of the first part shall be entitled to take possession of said lot or parcel of ground and premises with all improvements thereon, if any, whether on said property at the date of this agreement or thereafter placed upon the same by either or any of the parties hereto, or by any other person or persons, and shall be held free and clear from all claim and demands of any kind by the parties of the second part on account of so taking possession or on account of said payments, or on account of anything in this agreement contained.

3. That the purchasers may at any time anticipate all deferred payments and interest if any payable, and the said party of the first part thereupon agrees to deliver to said purchasers a deed to said lot and parcel of ground, free from all encumbrances as hereinbefore provided.

AS WITNESS the corporate seal of the said body corporate, and the signature of Samuel H. Winter, the President thereof, and the hands and seals of the parties of the second part.

THE HANOVER BANKING AND BUILDING ASSOCIATION OF BALTIMORE CITY

By Samuel H. Winter (SEAL)
President

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Attest
Charles Schmidt

Henry Arthur Donnelly (SEAL)

Elsie Virginia Donnelly (SEAL)

For value received I hereby assign all of my right title and interest in and to the within contract unto Henry Arthur Donnelly hereby expressly waiving any and all rights which I may have in and to the within described property by way of dower whether in common law or by statute.

WITNESS my hand and Seal this day of November, 1946

Witness: _____

_____ (SEAL)
Elsie Virginia Donnelly

HENRY A. DONNELLY, Plaintiff,	:	IN THE CIRCUIT COURT FOR
Vs.	:	ANNE ARUNDEL COUNTY,
ELSIE VIRGINIA DONNELLY, and others,	:	IN EQUITY.
Defendants.	:	No. 9684.

- - - - - - -

ANSWER TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Elsie Virginia Donnelly, to the Bill of Complaint heretofore filed against her in this Honorable Court, respectfully represents unto your Honors:

1. That your respondent answering the First paragraph of said Bill of Complaint admits that on March 8th, 1935, she went through a marriage ceremony at Martinsburg, West Virginia, with the said Henry A. Donnelly, but denies that they lived together as husband and wife until in or about the month of June, 1948, and on the contrary alleges and avers that the said Henry A. Donnelly abandoned your respondent in or about the month of May, 1946; and your respondent admits that no children were born as a result of said marriage.

2. That your respondent admits the matters and things alleged in the Second, Third and Fourth paragraphs of said Bill of Complaint.

3. Your respondent answering the Fifth paragraph of said Bill of Complaint denies that on December 23rd, 1935, the said Henry A. Donnelly purchased certain real property located on Dorsey Road, in Anne Arundel County, but on the contrary alleges and avers that she and the said Henry A. Donnelly purchased said real estate, the subject matter of this proceeding; that your respondent has no knowledge of what the said Henry A. Donnelly may have been thinking at the time of the purchase of said real estate, but alleges and avers that she likewise was under a bona fide impression that she was the wife of the said Henry A. Donnelly; that she admits

Filed July 29th 1949.

Service Admitted this 29th day July 1949
William J. Bosch
Attorney for Complainant

a contract of sale was executed and delivered by The Hanover Banking and Building Association of Baltimore City, a body corporate, to the said Henry A. Donnelly and your respondent, which contract of sale has heretofore been filed in this proceeding, marked "Complainant's Exhibit No. 1;" that your respondent denies there is a balance of Two Thousand Dollars ($2,000.00) still due and owing The Hanover Banking and Building Association of Baltimore City, a body corporate as aforesaid, under the terms of said contract of sale, but on the contrary alleges and avers that there was a balance of Sixteen Hundred Sixty Eight Dollars and twenty nine cents ($1,668.29) due said building association as of June 30th, 1949.

4. Your respondent answering the Sixth paragraph of said Bill of Complaint says that she has no knowledge of what advice the said Henry A. Donnelly may have received, and therefore can neither admit nor deny the matters and things therein alleged.

5. Your respondent further answering said Bill of Complaint says that the plaintiff has not alleged in his Bill of Complaint such a cause of action as would entitle him to the relief prayed, in a court of Equity.

AND, having fully answering said Bill of Complaint, your respondent prays that she may hence be dismissed with her reasonable costs in this behalf incurred.

Elsie Virginia Donnelly

Elsie Virginia Donnelly, Respondent.

John S. White

John S. White.

C. Orman Manahan

C. Orman Manahan, Solicitors
for Elsie Virginia Donnelly, Respondent.

I HEREBY CERTIFY, that a copy of the aforegoing Answer to Bill of Complaint was mailed to William J. Boehm, Esquire, one of the Solicitors for the plaintiff, on July _____, 1949.

Of the counsel for Elsie Virginia Donnelly.

364

LIBER 77 PAGE 171

9684 Eq.

364

ELSIE VIRGINIA DONNELLY,
320 Talbott Avenue,
Laurel, Prince George's County,

Cross-Plaintiff,

Vs.

HENRY A. DONNELLY,
Elkridge, Howard County,

THE HANOVER BANKING AND BUILDING ASSOCIATION OF BALTIMORE CITY,
a body corporate,
c/o Z. Townsend Parks, Jr., Esq.,
Central Savings Bank Building,
Baltimore City,

NAPOLEON B. STEWARD,
Laurel, Prince George's County,

HOWARD J. RING,
2409 West North Avenue,
Baltimore City, and

HOWARD J. WILLIAMS,
Harmon-Dorsey Road,
Anne Arundel County,

Cross-Defendants.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY,

IN EQUITY.

No. 9684.

- - - - - - -

CROSS-BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That by deed dated the 29th day of January, 1936, William H. Lawrence, Attorney, granted and conveyed unto The Hanover Banking and Building Association of Baltimore City, a body corporate, a tract or parcel of land, containing 27.51 acres, more or less, situate and lying on the Harmon-Dorsey Road, Anne Arundel County, which said deed is recorded in the office of the Clerk of the Circuit Court for Anne Arundel County in Liber F. A. M. No. 148, folio 116, etc., a certified copy of which said deed is filed herewith, marked "Cross-Plaintiff's Exhibit A," and is prayed to be taken as part of this, her Cross-Bill of Complaint.

2. That on the 23rd day of December, 1935, your Oratrix and the said Henry A. Donnelly purchased said piece or parcel of ground hereinbefore mentioned from The Hanover Banking and Building Association of Baltimore City, a body corporate, as aforesaid, under a written contract of sale, which is unrecorded, the original

Filed July 29th 1949

Service Executed July 27 1949
Willis J. Bull
Atty for Complaint

copy thereof which was delivered to your Oratrix and the said Henry A. Donnelly, having heretofore been filed in this proceeding with the original Bill of Complaint, and then marked "Plaintiff's Exhibit No. 1," and which is prayed to be taken as part of this, her Cross-Bill of Complaint.

3. That the said Elsie Virginia Donnelly and Henry A. Donnelly went through a marriage ceremony at Martinsburg, West Virginia, on or about the 8th day of March, 1935.

4. That by a decree of the Circuit Court for Howard County, in Equity, dated the 26th day of January, 1949, and passed in a cause therein entitled "Henry A. Donnelly, Plaintiff and Cross-Defendant, vs. Elsie V. Donnelly, Defendant and Cross-Plaintiff," the same being No. 4374 Equity in said Court, the marriage of the said Henry A. Donnelly and Elsie Virginia Donnelly was thereby declared null and void, a certified copy of said decree being filed herewith, marked "Cross-Plaintiff's Exhibit B," and is prayed to be taken to be part of this, her Cross-Bill of Complaint, wherein said decree the said Henry A. Donnelly was ordered and directed to pay the said Elsie Virginia Donnelly the sum of One Hundred Dollars ($100.00) as a fee to her counsel in said case, which sum remains unpaid,

5. That Napoleon B. Steward, on the 2nd day of May, 1949, recovered a judgment against Henry A. Donnelly, in the Circuit Court for Howard County, in the amount of Three Hundred Dollars ($300.00), with interest from date and costs of suit, a certified copy of which was filed in the Office of the Circuit Court for Anne Arundel County, on July 17th, 1949, and is designated as No. 1692 Law in said last mentioned Court, a certified copy of which is filed herewith, marked "Cross-Plaintiff's Exhibit C," and is prayed to be taken as part of this, her Cross-Bill of Complaint.

6. That Howard J. Ring, on the 25th day of February, 1949, recovered a judgment against Henry A. Donnelly, before T. Hunt Mayfield, Esquire, a Trial Magistrate in and for Howard County, in the amount of One Hundred Dollars ($100.00), with interest from date and costs of suit, a certified copy of which was filed in the

in the office of the Circuit Court for Anne Arundel County on June 25th, 1949, and recorded in Liber J. H. H. No. 9, folio 376, etc., one of the Judgment Record books for Anne Arundel County, a certified copy of which is filed herewith, marked "Cross-Plaintiff's Exhibit D," and is prayed to be taken as part of this, her Cross-Bill of Complaint.

7. That the said Henry A. Donnelly rented unto Howard J. Williams, one of the dwellings on the land and premises hereinbefore described, at and for the sum of Sixty Dollars ($60.00) per month, payable on the 15th day of each and every month, in advance, and is converting said money to his own separate use.

8. That said property is not susceptible to a partition in kind among the parties entitled thereto, according to their respective interests, without loss or injury.

TO THE END, THEREFORE:

1. That a trustee or trustees may be appointed to make sale of the premises hereinbefore mentioned, and to divide the proceeds thereof among the parties entitled, according to their respective interests.

2. That a receiver may be appointed to take charge of said property and to collect the rents, profits and income arising therefrom pending litigation.

3. And for such other and further relief as your Oratrix's case may require.

John S. White
John S. White.

C. Orman Manahan
C. Orman Manahan.
Solicitors for Elsie Virginia Donnelly.

Elsie Virginia Donnelly
Elsie Virginia Donnelly,
Cross-Plaintiff.

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, Sct:

I HEREBY CERTIFY, That on the 13th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland duly commissioned and qualified, and residing in Prince George's County aforesaid, personally appeared Elsie Virginia Donnelly and made oath in due form of law that the matters and things set forth in the aforegoing Cross-Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Harold T. Price
Notary Public.

MY COMMISSION EXPIRES MAY 7th, 1951

HAROLD T. PRICE NOTARY PUBLIC PRINCE GEORGES COUNTY

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Filed July 29, 1949

Upon the aforegoing Cross-Bill of Complaint and Affidavit, IT IS ORDERED, This 29th day of July, 1949, by the Circuit Court for Anne Arundel County, in Equity, that C. Orman Monahan and William J. Barker be, and they are hereby appointed, Receivers, to take charge of the property mentioned in the aforegoing Cross-Bill of Complaint, and to collect the rents, profits and income arising therefrom pending litigation, ~~provided no cause to the contrary be shown on or before ____ days from the date of the service of a copy of this Cross-Bill of Complaint, Affidavit and~~ and that said receivers apply the rents and profits of the real estate as far as necessary to pay installments on contract of sale, taxes and insurance, and further that a copy of this Order be served upon the said Cross-Defendants, Henry A. Donnelly, or his solicitor, and The Hanover Banking and Building Association of Baltimore City, ~~Napoleon B. Steward, Howard J. Ring~~ and Howard J. Williams; and it is further ordered that the said receivers first file their bond in the sum of $1000, to be approved by the Clerk of this Court.

Benjamin Michaelson
Judge.

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(Int. Rev. Stamp $3.00)

THIS DEED, Made this 29th day of January in the year one thousand nine hundred and thirty-six, by and between William H. Lawrence, Attorney named in Mortgage as hereinafter set forth.

WHEREAS, at a public sale made the 15th day of November, in the year one thousand nine hundred and thirty-five by the said William H. Lawrence in pursuance of the special power and authority vested in him as Attorney named in Mortgage in and by a certain mortgage from Joseph Jawaski and Mary Jawaski, his wife, to the Hanover Banking and Building Association of Baltimore City bearing date of the 7th day of January in the year one thousand nine Hundred and thirty-two and recorded among the Land Records of Anne Arundel County in Liber F.S.R. NO. 95, folio 52, which was made after default had occurred under said mortgage, and after due public notice of sale, and after bond had been duly filed in the Circuit Court for Anne Arundel County the parcel of land and premises hereinafter described, being the property by said mortgage conveyed, was sold unto The Hanover Banking and Building Association of Baltimore City who was then and there a bidder, at and for the sum of Three Thousand ($3,000.00) dollars and the sale having been duly reported to and ratified by the said Court, and the purchase money paid as is hereby acknowledged, the said William H. Lawrence is in law duly authorized to execute a deed for the property to the purchaser.

Filed July 29, 1949.

NOW THEREFORE THIS DEED WITNESSETH, That the said William H. Lawrence, Attorney named in mortgage as aforesaid, in consideration of the premises and of the sum of one dollar to him by the grantee paid, in execution of the power and authority in him vested by the said mortgage, doth grant and convey unto the said Hanover Banking and Building Association of Baltimore City, all of the right, title and interest of the said Joseph Jawaski and Mary Jawaski, his wife, or of those claiming by, from or under them, in and to all that lot or parcel of ground situate and lying in Anne Arundel County aforesaid, and particularly described as follows:

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Cross-Pl. Ex. "A"

BEGINNING for the same at the intersection of the west side of a private road 30 feet wide leading from the McPherson Home place to the County Road and the south side of said County road, said point of beginning being 215 feet westerly from the intersection of the south side of said county road, and the westernmost outline of the right of way of the Washington, Baltimore and Annapolis Electric Railway, and running thence binding on the south side of said county road north 89 degrees 21 minutes west 860.88 feet to the third line of the land described in a deed from Thomas A. Cromwell to George H. McPherson, dated December 10, 1894, and recorded among the Land Records of Anne Arundel County in Liber J. C. B. No. 1, folio 129, thence binding reversely on said third line south 5 degrees 31 minutes west 1334.85 feet to the end of the second line of said deed, thence binding reversely on said second line south 88 degrees 35 minutes east 842.20 feet to said westernmost right of way, thence binding on said westernmost right of way north 15 degrees 09 minutes east 564.45 feet to the westernmost side of said 30 foot road, thence binding on the west side of said 30 foot road north 0 degrees 01 minutes 10 second_ west 795.17 feet to the place of beginning.

BEING the portion of the land described in a deed from Thomas A.Cromwell to George H. McPherson, dated December 10th, 1894, and recorded among the Land Records of Anne Arundel County in Liber J. C. B. No. 1, folio 129, lying and situate west of the right of way of the Washington, Baltimore and Annapolis Electric Railway and the private road. Containing 27.51 acres of land, more or less

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

TO HAVE AND TO HOLD the above granted property unto the said Hanover Banking and Building Association of Baltimore City, its successors heirs and assigns.

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

William H. Lawrence (Seal)
Attorney named in Mortgage

Test

Helen Escann.

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STATE OF MARYLAND, BALTIIMORE CITY, To wit:

I Hereby Certify, that on this 29th day of January in the year one thousand nine hundred and thirty-five, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared William H. Lawrence, Attorney named in Mortgage anf he acknowledged the foregoing Deed to be his act.

(Notarial Seal)

Helen Escann

Notary Public.,

Recorded Feb. 19, 1936 at 1 P. 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. 148, folio 116, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 14th day of July, A. D. 1949.

John H. Hopkins, 3rd, Clerk.

IN THE CIRCUIT COURT FOR HOWARD COUNTY, IN EQUITY

HENRY A. DONNELLY, :

Plaintiff and Cross-Defendant. :

vs. : No. 4374 Equity

ELSIE V. DONNELLY, :

Defendant and Cross-Plaintiff. :

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

DECREE

This case coming on for hearing, and being submitted, testimony was taken in open Court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this twenty-sixth day of January, 1949, by the Circuit Court for Howard County, sitting in Equity, Adjudged, Ordered and Decreed that the marriage of the said Henry A. Donnelly to the said Elsie B. Donnelly at Martinsburg, West Virginia, on the eighth day of March, 1935, be, and the same is hereby, declared null and void.

And it is further ADJUDGED, ORDERED and DECREED that the cross-bill filed by the defendant, Elsie V. Donnelly, herein be, and the same is hereby, dismissed.

And it is further ADJUDGED, ORDERED and DECREED that the said Henry A. Donnelly pay to the said Elsie V. Donnelly the sum of one hundred dollars ($100) as a fee to her counsel in this case; and that he pay the costs of this case.

James Clark - Judge.

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I, Milton W. Baxley, Clerk of the Circuit Court for Howard County, do hereby certify that the above is a true copy of the Decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court, this 2nd day of March A.D. 1949.

Milton W. Baxley Clerk.

Cross-Pl. Ex. "B."

Filed Jan 27 1949

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F. Sybert.

COPY OF DOCKET ENTRIES

Dr. Napoleon B. Steward	:	No. 1692 Law
Vs.	:	In The Circuit Court
Henry A. Donnelly	:	For
Elsie V. Donnelly.	:	Anne Arundel County.

. . . . . .

1949, June 17, In the Circuit Court for Howard County No. 2012 Law Term 19___ 15 Feb., 1949, Order Declaration Notice to Plead and Cause of Action fd., same day spnas. and copies of spnas. and copies of Declaration and notice to issue 5th March 1949, summoned Henry A. Donnelly and copy of Spnas. and Declaration and notice left with him this 26th day of Feby. 1949, says Sheriff's return fld. March 1949. Non Est as to Elsie V. Donnelly says - - - - - - - - - - - - - - - - Sheriffs return of Prince Georges Co. fd. 21 March 1949, Supa and copy of Supa and copy of Declaration and Notice to Plead re-issd to Elsie V. Donnelly 29 March 1949, summoned Elsie V. Donnelly and left copy of summons, Declaration, Notice and statement with her this 25th day of March 1949, says Sheriff's return of Prince Georges County fd. 29th March 1949, Motion on behalf of Elsie V. Donnelly for a Judgment of Non Prsos and affidavit thereon fd. 22 April 1949, hearing on Motion of Elsie V. Donnelly for Judgment of Non Pros. had, same day Motion granted. Same day Non Pros. as to Elsie V. Donnelly and judgment for her costs, same day Motion for Judgment by default as to Henry A. Donnelly same day Motion granted, same day Judgment by default as to Henry A. Donnelly, 2 May 1949 on due proof before this Court Judge Clark Judgment extended in favor of the Plaintiff against the defendant Henry A. Donnelly for the sum of Three Hundred Dollars $300.00) with interest from date and costs of suit.

State of Maryland, Howard County, Sct:

I hereby certify, that the foregoing is a true copy of the Docket Entries and Judgment in the above entitled case taken from the Record of Proceedings of the Circuit Court for Howard County, and I hereby further certify that said Record contains no entry to show that the Judgment aforesaid has been satisfied either in whole

C

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Cross-Pl. Ex. "C".

or in part.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Howard County this 3rd. day of May 1949.

(Court Seal)

Milton W. Baxler
Clerk of the Circuit Court
For Howard County.

Filed and Recorded 17 June, 1949.

State of Maryland, Anne Arundel County, Sct:

Hereby Certify, that the foregoing is a true copy of of No. 1692 Law In the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 6th day of July, A. D. 1949.

John H. Hopkins 3rd Clerk.

P. P.

LIBER 77 PAGE 182

Howard J. Ring : Before T. Hunt Mayfield Justice
Vs. : of the Peace of the State of Maryland,
Henry A. Donnelly : in and for Howard County. Action debt
: $125.00 summons issued Feb. 25, 1949,

directed to Fred Zeltman Constable. Returnable March 11, 1949, Returned summoned Continued to March 11, 1949, at eight o'clock P. M. Howard County, Maryland March 11, 1949, Plaintiff Howard J. Ring appeared Ex Parte trial, Judgment in favor of the Plaintiff for the sum of One Hundred (100.00) Dollars and no cents debt, with interest from date until paid and one dollar and fifty cost $1.50 cost paid by Plaintiff

Witness my hand and seal

T. Hunt Maysfield (Seal)
Justice of the Peace Trial Magistrate

True Copy from my Docket

T. Hunt Maysfield (Seal)
Justice of the Peace Trial Magistrate

Received for Record 8th June 1949, at 1:10 o'clock P. M. same day recorded and examined per Milton W. Baxley, Clerk.

State of Maryland, Howard County, To wit:

I Milton W. Baxley, Clerk of the Circuit Court for Howard County, do hereby Certify, that the above is a true copy of the original Judgment now on file in the Cause therein entitled Howard J. Ring Vs. Henry A. Donnelly

Filed July 29, 1949.

(Court Seal)

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Howard County this 10th day of June 1949, A. D.

Milton W. Baxley, Clerk

Rec'd for Record 1949, June 25th at 10:18 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing is a true copy of Judgment recorded in J. H. H. No. 9, folio 376, one of the Judgment 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 6th day of July, A. D. 1949.

John H Hopkins 3rd CLERK

"D"

Cross-Pl. Ex. "D"

LIBER 77 PAGE 183

No 9684 Equity

KNOW ALL MEN BY THESE PRESENTS, That we, C. Orman Manahan, of Howard County, and William J. Boehm, of Anne Arundel County, as the principals, and the Hartford Accident and Indemnity Company, a body corporate of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full sum of One Thousand Dollars ($1,000.00), current money, to be paid to the State of Maryland, its certain Attorney, or assigns, to which payment, well and truly to be made and done, we bind ourselves, our and every of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 2nd day of August, in the year 1949.

WHEREAS, by order of the Circuit Court for Anne Arundel County, in Equity, dated the 29th day of July, 1949, and passed in a cause in said court, wherein a certain Elsie Virginia Donnelly, is Plaintiff, and Henry A. Donnelly, and others, are Defendants, the above bounded C. Orman Manahan and William J. Boehm, have been appointed Receivers, with the power and authority to take charge and possession of the real estate mentioned in the Cross-Bill of Complaint in said case, and to collect the rents, profits and income therefrom pending litigation, and to apply the rents and profits of said real estate as far as necessary to pay installments on the contract of sale, taxes and insurance.

Filed Aug 3 1949

NOW THE CONDITION of the above obligation is such that if the above bounded C. Orman Manahan and William J. Boehm do and shall, well and faithfully, perform the trust reposed in them by said order, or that may be reposed in them by any future order or decree in the premises, then the above obligation is to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in presence of:

C. Orman Manahan (SEAL)
C. Orman Manahan.

Marianne S. Hodges
as to C. Orman Manahan.

William J. Boehm (SEAL)
William J. Boehm.
Principals.

Geo. S. Graham
as to William J. Boehm.

Hartford Accident and Indemnity Company, a body corporate,

by C. Arman Manahan
Attorney-in-Fact.

Marianne S. Hodges
as to Hartford Accident and Indemnity Company.

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Hartford Accident and Indemnity Company

HARTFORD, CONNECTICUT

POWER OF ATTORNEY

LIBER 77 PAGE 185

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

C. ORMAN MANAHAN, of ELLICOTT CITY, MARYLAND,

its true and lawful Attorney(s)-in-fact, with full power and authority to **sign, execute and acknowledge on behalf of this Company, as Surety, the following bonds and undertakings;**

Bonds and undertakings conditioned for the faithful performance of duties and in penalties not exceeding the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) each, by administrators, executors, guardians, conservators, receivers, trustees and committees required to be given by statute, order or decree of any Court of the State of Maryland or in the United States District Court for said State, and by trustees and receivers in bankruptcy proceedings under the Bankrupt Act of the United States,

Any and all bonds and undertakings in penalties not exceeding the sum of FIVE THOUSAND DOLLARS ($5,000.00) each, on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states or municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following By-Law adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

Section 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 28th day of January, 1948.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Wallace Stevens, *Vice-President*

Attest:

Ray H. Dexter, *Assistant Secretary*

Aug 3, 1949

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

Filed

On this 28th day of January, A. D. 1948, before me personally came WALLACE STEVENS, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Felix M. Del Greco, *Notary Public*

CERTIFICATE

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

I, the undersigned Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, set forth in the Power of Attorney, is now in force.

Given under my hand and the seal of the company, at the City of Hartford, on.....

Ray H. Dexter, *Assistant Secretary*

Form S-755 4th Rev. Printed in U. S. A.

23

ELSIE VIRGINIA DONNELLY	*	IN THE
vs.	*	CIRCUIT COURT
HENRY A. DONNELLY	*	FOR
THE HANOVER BANKING AND BUILDING ASSOCIATION OF BALTIMORE CITY	*	ANNE ARUNDEL COUNTY
ET AL	*	IN EQUITY No. 9684

* * *

Filed Aug. 4th 1949

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of HANOVER BUILDING ASSOCIATION, INC. (formerly THE HANOVER BANKING AND BUILDING ASSOCIATION OF BALTIMORE CITY) a body corporate by BREGEL & PARKS, its solicitors, respectfully shows in Answer to the Cross Bill of Complaint filed against it in these proceedings.

FIRST: The said Defendant admits the allegations of the first paragraph of said Cross Bill of Complaint.

SECOND: The said Defendant admits the second paragraph of said Cross Bill of Complaint except that the contract of sale referred to therein was between this Defendant and HENRY ARTHUR DONNELLY and ELSIE VIRGINIA DONNELLY, his wife.

THIRD: That this Defendant has no knowledge of the allegations of the third, fourth, fifth, sixth, seventh, and eighth paragraphs of said Cross Bill of Complaint and therefore neither admits nor denies the same.

LAW OFFICES
BREGEL & PARKS
BALTIMORE, MD.

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FOURTH: That answering the Cross Bill of Complaint generally this Defendant shows that it is the owner of the property referred to in said Cross Bill of Complaint subject to the contract of sale referred to and there is an unpaid balance due this Defendant on said contract of sale as of June 30th, 1949 of Sixteen Hundred Sixty-eight Dollars and Twenty-nine Cents ($1668.29) and this Defendant will convey said property to whomever the Court decrees is the rightful owner thereof upon payment of the balance due under said contract with interest to the date of transfer.

AND HAVING ANSWERED the Cross Bill of Complaint as fully as it is advised is necessary prays to be dismissed with its proper costs.

Howard C Bregel

Raymond Parks Jr

Solicitors for Defendant,
Hanover Building Association, Inc.

I HEREBY CERTIFY that a copy of the foregoing was mailed to C. ORMAN MANAHAN, Solicitor for Cross-Plaintiff, this 3rd day of August, 1949.

Raymond Parks Jr

Solicitor for Defendant,
Hanover Building Association, Inc.

LAW OFFICES
BREGEL & PARKS
BALTIMORE, MD.

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ELSIE VIRGINIA DONNELLY
320 Talbott Avenue
Laurel, PRince George's County, :

Cross-Plaintiff :

vs. :

HENRY A. DONNELLY :
Elkridge, Howard County :

THE HANOVER BANKING AND BUILDING ASSOCIATION OF BALTIMORE CITY :
a body Corporate
c/o Z. Townsend Parks Jr. Esq. :
Central Savings Bank Building
Baltimore City :

NAPOLEON B. STEWARD, :
Laurel, Prince George's County :

HOWARD J. RING
2409 West North Avenue :
Baltimore City :

HOWARD J. WILLIAMS
Harmon- Dorsey Road :
Anne Arundel County :

Cross-Defendants.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

In Equity

No. 9684

* * * * * * * *

ANSWER TO CROSS BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Henry A. Donnelly, to the Cross Bill of Complaint heretofore filed against him in this Honorable Court, respectfully represents unto your Honors:

1. That your respondent admits the allegations contained in paragraphs one and two of the said Cross Bill of Complaint.

2. That the respondent admits the allegations contained in paragraph three of the CrossBill of Complaint alleging that the plaintiff and respondent went through a marriage ceremony at Martinsburg, West Virginia, but further answering thereto shows that at the time of the said marriage ceremony the cross-complainant knew that she was married to one certain John M. Blankenship and that said John M. Blankenship was living at that time; and that cross-complainant was guilty of the offense of bigamy in her marriage to Henry A. Donnelly on the 8th day of March, 1935, thereby rendering the said second marriage to the respondent of no force and effect in law.

Filed Aug. 17th 1949.

I hereby certify that I mailed a copy of Answer to Cross Bill of Complaint to C Orman Manahan Esq. Elliott City, Md. this 17th day August, 1949 William J Boch 26

3. That the respondent admits the allegations contained in paragraphs four, five and six of the Cross Bill of Complaint.

4. That the respondent admits the allegation in paragraph seven of the Cross Bill of Complaint.

5. That the respondent admits the allegation contained in paragraph eight of the cross bill of complaint refering to the property not being susceptible to partition but further answering denies that the Cross Complainant is ~~###~~ entitled to an interest in said property because on its face the Cross Bill of Complaint shows that said marriage to Henry A. Donnelly was declared null and void as being bigamous; and that said marriage was a fraud upon the respondent, Henry A. Donnelly.

AND, having fully aswered the Cross Bill of Complaint, your Respondent prays that he may be hence dismissed with his reasonable costs on his behalf incurred.

Henry A. Donnelly

Henry A. Donnelly- Cross Respondent

William J. Boehm

William J. Boehm
Solicitor for Respondent

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That on this 16 day of August, 1949, before me the subscriber, a Notary Public of the State of Maryland, in and for the County Aforesaid, personally appeared Henry A? Donnelly and made oath in due form of law that the matters and facts set forth in the aforegoing Answer to the Cross Bill of Complaint are true to the best of his knowledge information and belief.

As witness my hand and Notarial Seal.

William J. Boehm

William J. Boehm
Notary Public

ELSIE VIRGINIA DONNELLY, Cross-Plaintiff,	:	IN THE CIRCUIT COURT
Vs.	:	FOR
HENRY A. DONNELLY, and others, Cross-Defendants.	:	ANNE ARUNDEL COUNTY, IN EQUITY No. 9684

- - - - - - -

ANSWER OF NAPOLEON B. STEWARD

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Napoleon B. Steward, one of the Cross-Defendants in the above entitled case, and for answer to the Cross-Bill of Complaint heretofore filed against him and others, says:

1. That he admits the matters and things alleged in the first and second paragraphs of said Cross-Bill of Complaint.

2. That he has no knowledge of the matters and things alleged in the third paragraph of said Cross-Bill of Complaint.

3. That he admits the matters and things alleged in the fourth paragraph of said Cross-Bill of Complaint, except that he has no knowledge as to whether or not the $100.00 counsel fee has been paid.

4. Your Respondent answering the fifth paragraph of said Cross-Bill of Complaint admits the matters and things therein alleged, except that the principal amount of said judgment is in the amount of Three Hundred Nineteen Dollars ($319.00), with interest from May 2nd, 1949, and cost of suit, instead of Three Hundred Dollars ($300.00), as alleged in said Cross-Bill of Complaint, all of which your Respondent stands ready to verify and prove.

5. That he has no knowledge of the matters and things alleged in the sixth and seventh paragraphs of said Cross-Bill of Complaint.

6. That he can neither admit nor deny the matters and things alleged in the eighth paragraph of said Cross-Bill of Complaint, but calls for strict proof thereof.

Filed Sept. 10th 1949.

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7. Further answering said Cross-Bill of Complaint, your Respondent consents to the passage of such a decree as might be right and proper in the premises as to a sale of said property, provided, however, that the lien of his judgment attaches to the proceeds of such sale in the same manner as it now attaches to the real estate.

And having fully answered said Cross-Bill of Complaint, your Respondent prays that he may hence be dismissed with his reasonable costs in this behalf incurred.

C. Ferdinand Sybert

C. Ferdinand Sybert, Solicitor for Napoleon B. Steward, One of the Cross-Defendants.

Service of copy of aforegoing answer admitted, this 8th day of September, 1949.

C. Orman Manahan

C. Orman Manahan, One of the Solicitors for the Cross-Plaintiff.

Elsie Virginia Donnelly	)	
vs.	)	IN THE
Henry A. Donnelly	)	CIRCUIT COURT
The Hanover Banking and Building Association of Baltimore City a body corporate	)	FOR
	)	ANNE ARUNDEL COUNTY
Napoleon B. Steward	)	IN EQUITY
Howard J. Ring	)	No. 9684
Howard J. Williams	)	

ANSWER OF HOWARD J. RING

To the Honorable, the Judges of said Court:

The Answer of Howard J. Ring, to the Cross-Bill of Complaint heretofore filed in these proceedings, respectfully represents unto your Honors:

1 This respondent admits the allegations in paragraphs three, four and six of said Cross-Bill of Complaint.

2 That being without knowledge of the matters and facts set out in paragraphs one, two, five, seven and eight of said Cross-Bill of Complaint, this respondent is unable either to admit or deny the same, and asks for such proof thereof as this Court, in its discretion, may see fit to require.

Wherefore, having fully answered said Cross-Bill of Complaint, this respondent asks that he may be hence dismissed with his costs.

And as in duty bound, etc.

Howard J. Ring

Howard J. Ring, Defendant
2409 W. North Avenue
Baltimore 16, Maryland

I HEREBY CERTIFY that copy of the above answer was mailed to C. Orman Manahan, Esq., solicitor for complainant, this 14th day of October, 1949

Howard J. Ring

Filed Oct. 15, 1949

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HENRY A. DONNELLY, Plaintiff	**	IN THE
	**	CIRCUIT COURT
-vs-	**	FOR
ELSIE VIRGINIA DONNELLY, et al, Defendants	**	ANNE ARUNDEL COUNTY
	**	IN EQUITY
And Cross-Bill		No. 9684

****

PETITION & ORDER TO STRIKE OUT APPEARANCE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your petitioners respectfully show unto Your Honor:

1. That they are members of the Bar of Maryland and actively engaged in the practice of law and were heretofore retained by Henry A. Donnelly, plaintiff and cross-defendant in the above proceedings to represent him as his attorneys therein.

2. That the abovesaid proceedings came on for trial in the Circuit Court for Anne Arundel County before the Honorable Judge Michaelson on the 3rd day of February, 1950, at which time your petitioners appeared on behalf of the said Henry A. Donnelly and the respective rights of the parties to these proceedings were adjudicated.

3. That immediately thereafter, the said Henry A. Donnelly made inflamatory and derogatory statements against your petitioners and threatened the lives and well-being of your petitioners and has on occasions since said trial threatened the lives and well-being of your petitioners.

4. That as a result thereof, your petitioners are of the belief and therefore aver that they can no longer represent the said Henry A. Donnelly as his attorneys nor render any fubther services to the said Henry A. Donnelly as attorneys.

WHEREFORE, your petitioners pray this Honorable Court to pass an Order in the premises permitting and authorizing your petitioners to strike out their appearance as attorneys for the said Henry A. Donnelly in the above proceedings and directing that a rule be laid against the said Henry A. Donnelly to employ other counsel in a time to be designated by this Court.

Filed Feb. 10th 1950

1310
131

AND as in duty bound &c.

Emanuel H. Horn

William J. Boehm

Emanuel H. Horn
William J. Boehm
Attorneys for Complainant.

ORDER

Upon the aforegoing Petition, it is this 10th day of February, 1950, by the Circuit Court for Anne Arundel County In Equity, ORDERED that the said petitioners, Emanuel H. Horn, Esq., and William J. Boehm, Esq. be and they are hereby authorized and permitted to strike out their appearance as attorneys for the said Henry A. Donnelly in the aforegoing proceedings.

AND IT IS FURTHER ORDERED by the authority aforesaid that the said Henry A. Donnelly be and is hereby directed to employ new counsel within 15 days after service of this Petition and Order upon him; provided, a copy of this Petition and Order be served upon him on or before the 20th day of February, 1950.

Benjamin Wickard Jr.
JUDGE

Filed Feby. 10th 1950.

HENRY A. DONNELLY,	:	
Plaintiff	:	IN THE CIRCUIT COURT FOR
Vs	:	ANNE ARUNDEL COUNTY
ELSIE VIRGINIA DONELLY, et al	:	IN EQUITY
Defendants	:	No. 9684
----------	:	
ELSIE VIRGINIA DONNELLY,	:::::	
Cross-Plaintiff	:	
Vs	:	
HENRY A. DONNELLY, et al,	:	
Cross-Defendant	:	
	:	

Filed March 13, 1950

PETITION AND AFFIDAVIT OF JOHN D. BAKER, Jr.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John D. Baker, Jr., by Charles E. Hogg, his Solicitor, respectfully shows:

(1) That as will be seen by reference to the proceedings in this cause the ownership of a certain parcel of land situate and lying in said Anne Arundel County and in said Bill and Cross-Bill more particularly referred to, is either by the said Henry A. Donnelly, individually, or by the said Henry A. Donnelly and Elsie Virginia Donnelly, as tenants in common.

(2) That the Cross-Plaintiff has alleged that she is a co-owner of said property with the said Cross-Defendant, Henry A. Donnelly and further alleged that the said property is not susceptible to partition in kind and prays for, among other things, that a trustee or trustees may be appointed to make a sale of the premises and to divide the proceeds thereof among the parties entitled, according to their respective interests.

(3) That the said Cross-Plaintiff did in her said

Cross-Bill, include as parties Cross-Defendants, certain judgment creditors of the said Henry A. Donnelly.

(4) That your Petitioner has since these proceedings were instituted, recovered a judgment against the said Henry A. Donnelly in the Circuit Court for Howard County in the amount of Three Hundred Eighty eight Dollars and Fifteen Cents ($388.15), with interest from March 9, 1950, cost of suit and an attorney's fee of Fifty Eight Dollars and Twenty-two Cents ($58.22) a certified copy of which is filed in the Office of the Clerk of the Circuit Court for Anne Arundel County, and an additional certified copy of which is filed herewith marked "Petitioner's John D. Baker, Jr., Exhibit A" and is prayed to be taken as a part hereof.

(5) That your Petitioner feels that in order to protect and ensure his interest he should be made a party to this suit and that the lien of his judgment should attach to the aforementioned property and/or the proceeds of sale in the event it is sold by a trustee or trustees appointed by this Honorable Court.

WHEREFORE your Petitioner respectfully prays that this Court may by its order allow your said Petitioner to become a party to these cross proceedings.

AND AS IN DUTY BOUND, ETC.

Charles E. Hogg
Solicitor for John D. Baker, Jr.

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared John D. Baker, Jr., and madeoath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

La Rue B. Gosnell, Notary Public.

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CONSENT - 3/11/50

Elsie Virginia Donnelly, by John S. White and C. Orman Manahan, her Solicitors, assent to the passage of the following order.

John S. White
John S. White

C. Orman Manahan
C. Orman Manahan
Solicitor for Elsie Virginia Donnelly

ORDER

Upon the aforegoing Petition, Exhibit and Affidavit, it is this 13th day of March, 1950, Ordered that John D. Baker, Jr., be and he is hereby made a party Cross-Defendant to the Cross-Bill filed by the said Cross-Plaintiff, unless cause to the contrary be shown on or the 31st. day of March, 1950, provided a copy of said Petition be served on the said Henry A. Donnelly or his Solicitor of record on or before the 25th day of March, 1950.

Benjamin Michaelson
Ch. J.

Filed March 13 1950

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"Petitioner's John D. Baker Jr. Exhibit A"

LIBER 77 PAGE 198

In the Circuit Court for Howard County,

#968 Equity

No. 2266

~~TERM 19~~

John D. Baker, Jr.

vs.

Henry A. Donnelly

9th March 1950 Titling, narr, cause of action, affidavit and assent to entry of judgment by confession fd. Same day Judgment in favor of the Plaintiff against the Defendant for the sum of Three Hundred Eighty eight Dollars and Fifteen Cents ($388.15) with interest from date and costs of suit, and an Attorney's fee of Fifty Eight Dollars & Twenty two Cents to the Plaintiff's attorney, and with a waiver of all rights to stay of execution and exemption of property. Same day notice and copy issued.

Filed March 13 1950

Charles E. Hogg - Attorney for Plaintiff

John L. Clark - Attorney for Defendant

Plaintiffs Costs ° $3.75 -Clerk Pd. 3/9/50
5.00 - Atty
.95 - Shff. Pd. 3/9/50
2.00 - Clerk addl. Pd 3/9/50

Defendants costs $5.00 Atty

State of Maryland, Howard County, Sct:

I Hereby Certify, That the aforegoing is a true Copy of the Docket Entries and Judgment in the above entitled cause, taken from the Record of Proceedings of the Circuit Court for Howard County; and I hereby further certify, that said Record contains no entry to show that the Judgment aforesaid has been satisfied either in whole or in part.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Howard County this 10th day of March 19 50

Milton W. Bagley

Clerk Circuit Court for Howard County.

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Petition filed Sept. 1, 1950

LIBER 77 PAGE 199

HENRY A DONNELLY

Vs.

ELSIE VIRGINIA DONNELLY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity # 9684

* * * *

PETITION TO LEASE PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioners, respectfully shows:

1. That they were appointed Receivers on the 22 day of July 1949, to collect rents from the property described in the above entitled case.

2. That they have performed the duty of collecting rents up to and including July 15, 1950, at which date said original lessee vacated said property.

3. That your Petitioners feel that said premises should be rented so as to enable the continuance of payment from said income on the mortgage upon the aforesaid property.

4. That your Petitioners respectfully prays unto this Honorable Court to pass an order in thepremises to empower said Receivers to lease said premises on a month to month basis upon the payment of the sum of $60.00 per month, paid in advance. ($60.00 being the rent charged to the prior lessee and not in advance)

And As In Duty Bound, etc.

William J. Boehm, C. Orman Manahan
RECEIVERS

By: William J. Boehm
William J. Boehm

Filed Sept. 1, 1950

ORDER OF COURT

It is this 1st day of ~~August~~ September, 1950, ORDERED by the Circuit Court For Anne Arundel County, sitting in Equity, that said Receivers, Orman Manahan, and William J. Boehm, be and theyare hereby authorized to lease the property located on the Dorsey Road and the subject matter of this cause, for the monthly rent of $60.00 on a month to month basis payable in advance, subject to further order of the Court in the premises.

Benjamin Michaelson
Judge

Elsie Virginia Donnelly,	:	In the Circuit Court
Cross-Plaintiff,	:	for
	:	Anne Arundel County
Vs.	:	In Equity
Henry A. Donnelly, et al.,	:	No. 9684
Cross-Defendants.	:	

:
:::

SUGGESTION OF PAYMENT OF JUDGMENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Napoleon B. Steward, by C. Ferdinand Sybert, his Solicitor, respectfully suggests that the judgment obtained by the said Napoleon B. Steward against Henry A. Donnelly on May 2, 1949, in the Circuit Court of Howard County mentioned in paragraph 5 of the cross-bill of complaint filed in this cause as being in the amount of $300.00, but actually in the amount of $319.00, as shown in the answer of Napoleon B. Steward, has been paid in full and an order of satisfaction has been filed in the record of same in the office of the Clerk of the Circuit Court for Anne Arundel County, being No. 1692 Law.

AND AS IN DUTY BOUND, ETC.

C. Ferdinand Sybert
Solicitor for Napoleon B. Steward,
Cross-Defendant

Service of a copy of aforegoing Suggestion admitted this 28th day of November, 1950.

C. Orman Manahan
C. Orman Manahan, one of the Solicitors
for the Cross-Plaintiff.

Filed 28 Nov. 1950

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Henry A. Donnelly	)(	No. 9684 Equity
vs.	)(	In the Circuit Court
Elsie Virginia Donnelly, also known as Elsie Virginia Blankenship and Elsie Virginia Stevens,	)(	for
and	)(	Anne Arundel County
The Hanover Banking & Building Association, a Maryland corporation	)(	

Filed 8 Feb, 1951

OPINION OF COURT

The plaintiff in this case, Henry A. Donnelly, has sued the defendant, Elsie B. Donnelly, to have this Court declare null and void a contract of sale of realty dated December 23, 1935, and entered into between the Hanover Banking & Building Association of Baltimore City, vendor, and the plaintiff and defendant, "his wife", as vendees. The plaintiff contends that, as the result of an annulment of their marriage ceremony performed on March 8, 1935, by decree of the Circuit Court for Howard County dated January 26, 1949, the defendant has no interest in the property mentioned and described in the aforesaid contract of sale.

The defendant has filed a cross-bill of complaint alleging that she has an interest in the property, and requesting that the Court appoint trustees to sell the property and to divide the proceeds among the parties entitled, according to their respective interests.

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The plaintiff, and the defendant and cross-plaintiff, were the only witnesses to testify in these proceedings.

The facts, briefly, are as follows: The plaintiff and defendant had known each other for several years before the marriage ceremony. The defendant said she had met the plaintiff in 1924 or 1925; the plaintiff said he had known the defendant since 1930. They went through a marriage ceremony on March 8, 1935, after both parties were satisfied, or were willing to assume that John M. Blankenship, husband of the defendant, was dead. On December 23, 1935, they entered into a written agreement or contract to purchase from the hereinbefore mentioned vendor a tract of land improved by two frame dwellings and outbuildings, containing 27.51 acres of land near McPherson's Station in Anne Arundel County, for the sum of $3,200.00, payable in monthly installments of $30.00, said monthly payments to cover taxes, insurance and interest, and the remainder each month to be applied to reduction of the principal purchase price. At the time of the hearing of this cause, there was a balance of approximately $1800.00 still owing by the purchasers.

The parties lived together until early in 1946, when differences arose and they separated. After the separation the property was rented and the plaintiff collected the rents, until this Court, by its order of July 29, 1949, appointed a receiver to collect the rent and to apply it to payment on account of the balance owing on the purchase price.

In June, 1948, the plaintiff sued the defendant in the Circuit Court for Howard County for an absolute divorce for alleged

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abandonment and desertion. It later developed that John M. Blankenship, husband of the defendant, was still living, and as a result a decree, dated January 26, 1949, was passed by the Circuit Court for Howard County declaring the marriage of the plaintiff and defendant on March 8, 1935, null and void. (Cross-plaintiff's Exhibit B)

The plaintiff filed his bill of complaint in the instant proceeding on May 2, 1949, and the defendant filed her answer thereto and her cross-bill of complaint on July 29, 1949. The case was heard on February 3, 1950. At the hearing, the conduct of the plaintiff was at times belligerent, he was highly emtional, and it was difficult at times to have him act with propriety and decorum. The Court, understanding that he was a veteran of World War I, and perhaps a war neurotic, made allowances for his behavior, but finally was compelled to have the Sheriff sit beside him to preserve orderly procedure.

The plaintiff testified that before the marriage ceremony he "knew according to her statements and her father's statements that he (her husband) was dead;" (Record, page 20); that later, in 1936 or 1937, an investigation was made by the U. S. Government and by the Veterans Administration to find out whether the husband was living or dead. Despite this uncertainty, the plaintiff continued to live with the defendant until their separation in April or May of 1946. He did nothing for nearly ten years to terminate the relationship or take any action to assert his claim to the property to the exclusion of the defendant. The plaintiff has not shown that the defendant perpetrated any fraud on him, or that she forced him to make her a party to the contract in 1935. He has failed to show any basis for this Court to declare the contract a nullity, and he has failed to produce evidence entitling

him to equitable relief. "Conscience, good faith and reasonable diligence are always required in a court of equity to justify its interposition. Where these are wanting, the Court is passive. Laches and neglect are always discountenanced."

Nelson vs. Bank, 27 Md. 51;
Mays vs. Mays, 176 Md. 159;
Young vs. Cockman, 182 Md. 246.

The Court has concluded that the plaintiff has failed to present a case entitling him to the aid of a Court of equity. Therefore, the bill of complaint will be dismissed.

Turning now to the cross-bill of complaint and the answer thereto, the Court finds that the principal issue raised by the pleadings is whether the said Elsie B. Donnelly has any interest in the property mentioned in these proceedings. The cross-complainant testified, in substance, that she had discussed the situation of the disappearance of her husband and his probable death some time before the marriage ceremony on March 8, 1935; that she and Mr. Donnelly dickered for the property mentioned in these proceedings, and that she performed domestic duties, took in boarders for a period of time during World War II, pooled some of her earnings with those of Mr. Donnelly, and helped to pay bills and to make payments on account of the purchase price of the property.

The facts of this case distinguish it from a case such as Hutson vs. Hutson, 168 Md. 182. It is rather a case in which two persons, living together as husband and wife, believing or assuming in good faith that they have that status, acquiring an equitable ownership in property by their joint labor and efforts, and after a relationship of about ten years discover definitely that they are not legally married.

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The Court has concluded, from all the circumstances, that Mrs. Donnelly, by her companionship, domestic duties and labors, has supplied a substantial consideration for an equitable interest in this property as a tenant in common with Mr. Donnelly.

92 A.L.R. 1420;

Tiffany, 3d Ed., Vol. 2, Sec. 430, 431.

There has been a delay in the filing of this opinion and the signing of a decree because of the circumstances that developed after the hearing in this case. At the conclusion of the hearing the Court suggested that it would sign a decree to be prepared by counsel for the parties. On February 10, 1950, one week after the hearing, the attorneys of record for the plaintiff filed a petition reciting that the plaintiff was threatening their lives and well-being, and requesting they they be permitted to withdraw from the case as attorneys for the plaintiff. The Court signed an order to this effect and laid a rule on the plaintiff to employ new counsel. On May 16, 1950, Mr. Carl Bacharach, a member of the Baltimore City Bar, entered his appearance for the plaintiff, and there the case rested until December 5, 1950, when Attorney Bacharach filed an order to strike out his appearance. However, some time before this order was filed, Attorney R. Lewis Bainder, of the Baltimore City Bar, talked in person with the Court and stated that he represented the plaintiff and that he wished to enter an appeal from the decision of this Court to the Court of Appeals. The Court advised Mr. Bainder that it would be necessary to have Attorney Bacharach withdraw from the case as he no longer represented the plaintiff.

The Court further advised Mr. Bainder that, in view of the long delay in the conclusion of these proceedings, it would be necessary to have a record of the testimony prepared in order that the Court could file a written opinion in the case.

The Court will sign a decree in accordance with the views hereinbefore set forth.

Benjamin Hudson
JUDGE

February 8, 1951.

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Henry A. Donnelly	)(	No. 9684 Equity
vs.	)(	In the Circuit Court
	)(	for
Elsie Virginia Donnelly, also known as Elsie Virginia Blankenship and Elsie Virginia Stevens,	)(	Anne Arundel County
and	)(	
The Hanover Banking & Building Association, a Maryland corporation	)(	

Filed 8 Feb, 1951.

D E C R E E

This cause coming on for hearing, the parties were heard and the proceedings fully considered by the Court.

It is thereupon, this eighth day of February, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the bill of complaint of the plaintiff, Henry A. Donnelly, be, and the same is hereby, dismissed.

It is further ADJUDGED, ORDERED AND DECREED that the defendant and cross-plaintiff, Elsie V. Donnelly, be, and she is hereby, declared to be entitled to an undivided one-half equitable interest as a tenant in common in the property mentioned and described in these proceedings; and

It is hereby further ADJUDGED, ORDERED AND DECREED that the plaintiff pay the costs of these proceedings.

Benjamin Wilkinson
JUDGE

'66

Stenographer's Record

Filed 27 Feb., 1951.

HENRY A. DONNELLY, Plaintiff

ELSIE V. DONNELLY, Defendant

NO. 9684 EQUITY

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ANNAPOLIS, MARYLAND

FEBRUARY 3, 1950

BALTIMORE REPORTING AGENCY
FREE LANCE COURT REPORTERS
104-106 W. FAYETTE ST.
BALTIMORE 1, MD.

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I N D E X

	DIRECT	CROSS	REDIRECT	RECROSS
PLAINTIFF'S WITNESS				
Henry A. Donnelly	2	11	44	
DEFENDANT'S WITNESS				
Elsie V. Smithson	46	75	94	
VERDICT	96			

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HENRY A. DONNELLY, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	NO. 9684 Equity
Elsie V. Donnelly, Defendant	:	Annapolis, Maryland

February 3, 1950

BEFORE: HON. BENJAMIN MICHAELSON, Judge

APPEARANCES:

Emanuel H. Horn, Esq.
William Boehm, Esq.
For the Plaintiff

C. Orman Manahan, Esq.
John S. White, Esq.
For the Defendant

THE COURT: Do you gentlemen want to make an opening statement?

(Mr. Boehm opened to the Court in behalf of the Plaintiff.)

(Mr. Manahan opened to the Court in behalf of the Defendant.)

MR. MANAHAN: It has been agreed between the parties hereto that if the Court feels that the property

belongs one-half to Mrs. Donnelly and one-half to Mr. Donnelly that the property in itself is not susceptible to a partition in kind without material loss. It is so stipulated and agreed. Is that correct, Mr. Boehm?

MR. BOEHM: That is correct.

THE COURT: All right, call your witness.

MR. HENRY A. DONNELLY, a witness called in his own behalf, having been duly sworn, took the stand and testified as follows:

DIRECT EXAMINATION

BY MR. HORN:

Q Mr. Donnelly state your full name and address, please.

A Henry A. Donnelly, Washington Boulevard, Elkridge, Maryland.

Q Mr. Donnelly directing your attention to the year 1935, did you marry--on what date did you marry the former Mrs. Donnelly?

A Around in March, 1935, in West Virginia.

Q March, 1935?

A Yes, sir.

Q At that time, where were you living?

A At that time we were living on Dorsey Road.

Q At the time of your marriage to the former Mrs. Donnelly, did you know anything of her prior relationship insofar as her status was concerned, married, single, or divorced?

A Mrs. Donnelly, at the time of the marriage, claimed, and the records showed, that her husband was dead.

MR. WHITE: Your Honor, I object to any reference as to what any records show.

THE COURT: Yes, let it be stricken out. Make the answer responsive to the question.

Q What did Mrs. Donnelly tell you as to her status?

A Well, the only thing I can say is that she said her husband was dead.

Q She said her husband was dead?

A Right.

Q Did you subsequently purchase a piece of property on the Dorsey Road?

A Yes, sir.

Q And what is the number of that property, do you

know?

A Just the number of it I couldn't say.

Q Its address.

A It is located on the Dorsey Road at McPherson's Station.

Q Do you know the date of that purchase?

A That was around in December.

Q Of what year?

A The same year.

Q The same year in which you were married, 1930?

A Yes, sir.

Q And do you know from whom you purchased that property?

A From the Hanover Banking and Building and Loan Association.

Q Where are they located?

A In Baltimore, Maryland, Hanover Street.

Q At the time that you entered into an agreement for the purchase of this property on the Dorsey Road, in whose name was the agreement drawn up?

A It was drawn up in our names because I figured I

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would like to have it, something for my old age, security.

Q When you say our names, whose names?

A Mrs. Donnelly and my name.

Q By that you mean husband and wife?

THE COURT: He doesn't know what that means. The contract speaks for itself.

Q Do you know whether or not, at the time you entered into this agreement of sale, Mrs. Donnelly was described therein as being your wife?

MR. WHITE: Again we say that it speaks for itself.

A Yes, it did.

THE COURT: The best evidence here is the agreement.

MR. HORN: I didn't know Your Honor had gotten the papers back if Your Honor will excuse me.

Q Now, Mr. Donnelly, do you know when you moved into the property located on Dorsey Road?

A Well, we had moved in there right previous, right in around March--April, May--I guess it was around November, something like that.

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Q Of 1935?

A It was just a little before the sale.

THE COURT: You mean you lived on the property before you purchased it?

A No, sir, it was right at the time we lived up on the Dorsey Road in another house.

THE COURT: I want the Court to get the facts straight. The agreement is dated December 23, 1935, and you didn't live in it until the execution of the contract, is that right?

A Yes, sir, we paid rent there.

THE COURT: Before you executed the contract?

A We paid rent there.

THE COURT: That is just what the Court thought in the beginning. In other words, you were living in the property at the time you purchased it?

A That's right, sir.

THE COURT: Is that right? As a tenant?

A Yes.

Q Now, Mr. Donnelly, the agreement sets forth the fact that you paid the sum of $3,200.00 or that that was the

agreed purchase price for the property. How much money did you pay down?

A At the time I got the house over there, I had a little bit of money coming to me from the government as a bonus. I used part of that bonus money getting it straightened out.

Q How much?

MR. WHITE: That is not responsive at all.

A Three or four hundred dollars.

MR. WHITE: If Your Honor please, I don't want to object just for the sake of objecting, but if we don't keep this witness somewhere in bounds we will be here all day.

THE COURT: Mr. Donnelly the question asked you was how much you paid for this property and how much you paid on account of it. Now, just answer that.

A Well, I would say, sir, that I guess it was around maybe two or three hundred dollars.

Q Where did that money come from?

A From my bonus.

Q Was any portion of that money the money of the former

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Elsie Donnelly?

MR. WHITE: We have to object to that, Your Honor.

A No, sir.

THE COURT: Well, the Court doesn't see any particular harm in it.

MR. WHITE: All right, sir, we will withdraw the objection.

Q Thereafter, who made the payments under this contract up there?

A I made the payments out of my compensation checks each and every month.

Q Did Mrs. Donnelly ever give you any money towards the payment of this property?

A Never, Mrs. Donnelly never had any money.

Q Did she ever pay any money towards the mortgage?

A No, sir.

Q Did you ever expect any money from her?

A No, sir, she didn't have it.

MR. WHITE: Now, Your Honor, we are going to have to object to the repetition of "she didn't have any

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money" as it is voluntary on his part.

A Well, it's a fact.

THE COURT: Well, she will have a right to testify to her version of it.

Q Now, Mr. Donnelly, what was your purpose in purchasing this property?

A Well, like any boy or any man, I am getting up in age, and I want to be settled.

MR. WHITE: I don't see where this is material at all.

MR. HORN: I think it is material in this case.

THE COURT: Is this correct or not? He purchased for the purpose of having a home for him and his wife, and for his old age.

MR. HORN: That's right, sir.

THE COURT: Well, that is a simple answer.

MR. WHITE: He is going into his old age, his future, and all that.

THE COURT: Well, we will try to keep it down to the issue.

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Q Now, Mr. Donnelly, directing your attention to the 26th day of January, 1949, I believe the record will show what was the subsequent termination of your marriage with Mrs. Donnelly.

A The marriage was annulled at Ellicott City.

Q Now, until such time as you filed a Bill of Complaint against Mrs. Elsie V. Donnelly on the grounds of desertion and abandonment, did you have any knowledge of the former husband of Mrs. Donnelly still being alive?

A No, sir, I didn't.

Q When did you learn for the first time that there was a Mr. Blankenship who was still legally married to Mrs. Donnelly?

A I was forced to get an investigator to see what we could do--

Q When did you learn of that?

A At the time that this divorce was coming up.

Q At the time of the divorce proceedings?

A That's right.

Q As a matter of fact, didn't your lawyer at the time of the divorce proceedings produce Mr. Blankenship?

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A That's right, sir.

MR. HORN: That's all, witness with you.

CROSS EXAMINATION

BY MR. MANAHAN:

Q Mr. Donnelly how old are you at the present time?

A Going on 52.

Q When you married Mrs. Donnelly in 1923, how old were you at that time?

A I didn't marry Mrs. Donnelly in 1923.

Q When did you marry her, in '35?

A That's right, sir.

Q How old were you at that time?

A I was around about 45 years.

Q How long had you been paying court to Mrs. Donnelly prior to your marriage to her?

A Well, I met Mrs. Donnelly about '30.

Q About 1930?

A 1930 or '31.

Q At that time you were not employed, is that correct?

A No, sir, I was employed.

Q What were you doing?

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A I had a business.

Q What kind of business?

A I had a bowling alley.

Q You had a bowling alley and were drawing compensation of $55.00 a month?

A No, $49.00 at that time.

Q How much?

A $49.00 at that time.

Q Did you keep company steadily with Mrs. Donnelly from about 1930 to about 1935?

A Well, yes, I guess so.

Q How often did you go out with her?

A At the time we were pretty good friends.

Q What was her occupation?

A Mrs. Donnelly, at the time, had no occupation.

Q Wasn't she a nurse in St. Joseph's hospital.

A No indeedy. I can get records to prove that.

Q Did you live in Homestead, Pennsylvania?

A That's right, sir.

Q Mrs. Donnelly was a stranger in that part of the country, had no friends, job, or nothing. Where was she

living?

A She was living with another man.

MR. WHITE: We object to that, Your Honor.

A That's where she was living.

MR. HORN: You asked the question and you got the answer.

MR. WHITE: The question was where was she living.

A With another man in Squirrel Hill. Squirrel Hill, Pittsburgh.

THE COURT: When was that?

A That was back in '30 and '31. A fellow by the name of--

THE COURT: And you knew that at the time you went through this ceremony?

A No, sir. It wasn't until after my people got up to it.

Q Yet, you were going with her steadily from 1931?

A Well, a man and girl go together, that's known in life. Mrs. Donnelly came to me dying. I took her to the hospital and saved her life. That's how I met Mrs. Donnelly.

MR. HORN: Just answer counsel's questions.

A I saved her life, took her from the grave.

THE COURT: Mr. Donnelly you will have to refrain from a lot of these--

A All right, sir.

THE COURT: Just a minute. See if you can't listen to the questions that are asked and try to confine your answers to the questions. We are not going into the whole personal history of everything that happened in your life from 1930 to date.

Q Mrs. Donnelly, you say, told you she was a widow at that time?

A She said her husband was dead.

Q Did she say who her husband had been?

A The first time I ever knew what his name was was when I met that young boy (indicating) sitting over there.

Q In other words, you mean to tell His Honor that you courted Mrs. Donnelly from 1930 to 1935 without even asking her the name of her supposedly deceased husband?

A I didn't think it was fair to go back into a woman's past history.

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Q Is that what you mean to tell the Court, that you never even inquired and did not know, and that Mrs. Donnelly did not tell you the name of her deceased husband in five years of courtship?

A Not until I made a trip into the State of Maryland to see her son that I never knew she had.

Q Do you know a Mrs. Jenny Hall?

A Mrs. Jenny Hall?

Q Did you take a trip with Mrs. Donnelly and her father to see Mrs. Jenny Hall on Battery Street in Baltimore?

A That was when the Government of the United States was after me.

Q Answer yes or no.

A Yes.

Q You went with Mrs. Donnelly and her father?

A That's right.

Q Wasn't the purpose of that to discuss the disappearance of Mrs. Donnelly's first husband?

A We were married.

Q That is correct.

A We were married.

Q When was that?

A That was when the Government of the United States requested a death certificate--

THE COURT: What year was that?

A That was in 1936 or '37.

THE COURT: Let me get this straight. At that time did you know that there was a probability of Mr. Blankenship being alive?

A No, sir. The Government of the United States was making an investigation and so were the Veterans of Foreign Wars for the Veterans Administration. They trailed and traced, and we done everything from information she gave us.

THE COURT: Just a minute. What were you tracing?

A To find out about her husband.

THE COURT: To find out whether he was living or dead?

A Whether he was living or dead.

THE COURT: All right.

Q Then you were not certain at that time that her

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husband had actually died. You were trying to find some tangible proof of it, is that correct?

A I wanted to get it straightened out and live as a man and wife should live.

Q Now, let's go a little farther. Were you in the Army with a lawyer from Homestead, Pennsylvania?

MR. HORN: I object, if Your Honor please.

A No.

MR. HORN: Just a minute.

THE COURT: Now, what is this?

MR. MANAHAN: If Your Honor please, I am sure that it is material, but I just don't want to disclose my purpose of examination to the witness's benefit. If Your Honor please, I will tell the purpose of this examination. I want to show that prior to the marriage between Mr. and Mrs. Donnelly that Mrs. Donnelly disclosed to him the mysterious circumstances of the disappearance of her husband. That Mr. Donnelly had been in the Army, the first World War, with a lawyer from Homestead, Pennsylvania, where he lived, and that at his, Mr. Donnelly's suggestion, he and Mrs. Donnelly went to visit this lawyer in Homestead, Pennsylvania, that Mrs.

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Donnelly laid the circumstances before the lawyer in Homestead, Pennsylvania,--

MR. HORN: Object.

MR. MANAHAN: --in the presence of Mr. Donnelly.

MR. HORN: If Your Honor please, I must object. This is tantamount to testimony by counsel.

A That's all right.

THE COURT: It's not testimony. The Court is not being prejudiced by anything that counsel says nor does the Court regard it as evidence.

MR. HORN: I understand that, if Your Honor please, but I don't think it is admissible.

MR. MANAHAN: In the presence of Mr. Donnelly, Mrs. Donnelly laid all the facts and circumstances surrounding the disappearance of her first husband before the lawyer, and the lawyer advised her that it was all right, and Mr. Donnelly paid him for his information. Now, we want to show that for the purpose of showing that he knew--

THE COURT: He says he knew in 1936.

MR. MANAHAN: This is before the marriage. I

want to show that even before the marriage he went to visit this lawyer in Homestead, Pennsylvania, in the presence of Mrs. Donnelly.

A Judge, Your Honor, may I ask a question on that?

MR. HORN: Just a minute.

THE COURT: I have got to get these dates straight in my mind. I thought I had it straight. Now, I hear something else. In March, March 8, 1935, was when the marriage ceremony was performed. So, if he knew it in 1936, it was after the marriage ceremony. I understood you to say it was before.

MR. MANAHAN: I wanted to show that this was a different occasion. He admits knowing in '36 when he went to Baltimore to talk about it. Now, I want to show that before the marriage ceremony he knew about it due to the fact of this visit to this lawyer at his suggestion.

THE COURT: Ask him the question as to whether he knew it. Ask him whether he knew that Mrs. Donnelly had a living husband or had a husband supposedly living or dead prior to the time he married her in March, March 8, 1935.

Q Now, didn't you know that Mrs. Donnelly had a hus-

band living or may have been living prior to your marriage to her in March '35?

A No, sir, he was dead.

THE COURT: Now, just a minute, Mr. Donnelly. This is an important question, Mr. Donnelly. It is not a complicated question. The question simply is this: Did you know at the time that you went through the marriage ceremony with Mrs. Donnelly on March 8, 1935, that Mrs. Donnelly may or may not have had a husband living?

A The only thing I knew, sir, is that I am trying to say that I knew according to her statements and her father's statements was that he was dead.

THE COURT: You did know that there was some question?

A No, sir, until the government, that was after we were married. I didn't know, sir, until after we were married. I laid in the hospital, and they requested a death certificate.

THE COURT: All right, that's his answer.

Q Prior to your marriage to Mrs. Donnelly, did you go to see the lawyer with--

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A I--

Q Wait a minute, and listen to the question. Did you go to see this lawyer with Mrs. Donnelly in Homestead, Pennsylvania, for the purpose of discussing with him whether or not John Blankenship was dead?

A No, sir, I didn't. I can prove it.

THE COURT: Don't argue, Mr. Donnelly.

A If you will give me the man's name, the name of the lawyer, I will prove it. I have never been in the Army with a lawyer. Never did serve with a lawyer.

MR. HORN: Just answer the questions.

Q Was there a lawyer in the picture about the time of your marriage?

A No, sir.

Q Now, you say that Mrs. Donnelly never paid anything on this property at all since her marriage to you?

A No, sir.

Q When you were living in a house at McPherson's station, what was your income then?

A My income from the government was around $80.00 a month plus what I made from chickens and things that I had on

my place.

THE COURT: Let the Court try to get this picture. After you bought this property, you and Mrs. Donnelly continued to live there?

A Yes, sir.

THE COURT: As husband and wife?

A Yes, sir.

THE COURT: For about five years, is that correct?

A Yes, sir, because everything was all right.

THE COURT: What were you doing at that time?

A Sir, I had a chicken place there, and I also had the service station.

THE COURT: You mean you had a chicken place connected with this property?

A Yes, sir.

THE COURT: How much land was there?

A $27\frac{1}{2}$ acres.

THE COURT: $27\frac{1}{2}$ acres?

A Yes.

THE COURT: Did Mrs. Donnelly perform the

usual duties of a wife?

A Mrs. Donnelly didn't, sir. She was incapable.

MR. MANAHAN: What was that?

A She was incapable of doing anything.

THE COURT: Did she cook any meals?

A Little meals she cooked.

THE COURT: Don't evade my question. I am asking you plain simple questions now, and I want answers.

A That's right, sir.

THE COURT: I don't want a lot of foolishness.

A Yes, sir.

THE COURT: Did Mrs. Donnelly cook any meals?

A Yes.

THE COURT: Did she keep house?

A She did, a little.

THE COURT: Did she clean the house and wash the dishes?

A No, sir, I did it.

THE COURT: You did that?

A Yes, siree.

THE COURT: Who fed the chickens?

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A I did, sir.

THE COURT: Who gathered the eggs?

A I did, sir.

THE COURT: You did it all?

A Yes, sir, Mrs. Donnelly was incapable.

THE COURT: What was wrong with her?

A Well, she had been operated, operated, operated, and operated, and Mrs. Donnelly couldn't do nothin'.

THE COURT: You were married in 1935, and where had she been operated on?

A She had been operated on at Johns Hopkins Hospital, The General Hospital, St. Agnes Hospital.

THE COURT: During the time that you lived together?

A Yes, sir.

MR. HORN: Do you have the bills with you?

A I do, sir. She had two operations every two or three years. Mrs. Donnelly was no help to me.

THE COURT: All right, go ahead with your questioning. I didn't mean to take over too much.

MR. MANAHAN: That's all right, sir.

Q Mr. Donnelly, you say that Mrs. Donnelly didn't contribute anything?

A That's right.

Q Isn't it a fact that she did the usual household duties to the best of her ability?

A To the best of her physical ability, yes.

Q She did take in boarders from Camp Meade while you were living there?

A She brought boarders into that place and it was the hardest thing she ever did, and I got rid of them. She could not stand it.

Q She did have boarders?

A Against my will.

Q You said you made some money from chickens. About how much did you make from that?

A I sold chickens in the neighborhood, and I sold chickens at Fort Meade, and I sold eggs in the neighborhood. Just what it would be I couldn't say.

Q You were keeping an automobile up at that time?

A No, sir, my automobile laid in theback yard. I didn't have enough to buy even a set of teeth.

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Q Mrs. Donnelly also went to work at Meade, didn't she, before you moved from the gasoline station?

A She came in one day and said to me that the doctor said for her to go to Fort Meade and go to work. I said, "If you do, I am telling you girl, I don't want to have nothing to do with you." She wanted me to haul her, and I said that I wouldn't do it. She got other people to haul her and I said all right, I didn't want nothing to do with it. Your Honor, I didn't want to have always a broken-down woman on me. Good God Almighty.

Q How often did she work?

A A day on, a day off.

Q How much did she make?

A I don't know. I never asked her.

Q Isn't it a fact that Mrs. Donnelly had to go to work and--

A No, siree.

Q Now, wait a minute and listen to my question first. Isn't it a fact that Mrs. Donnelly had to go to work to help keep up those payments because you were running around and couldn't keep up those payments?

A I dare any man in this country to say that.

THE COURT: Now, just try to answer the questions.

Q Well, did she or didn't she?

A No, sir, no, sir.

MR. HORN: Confine your answers to yes or no.

Q When did you leave the McPherson station property?

A I worked at a service station at the corner, and a man told me about this station being empty and I went over and took it over.

Q When was it, what year?

A That was in April of '46.

THE COURT: 1946?

A That's right, sir.

Q I think you said in your direct testimony that you didn't know anything about Mrs. Donnelly probably having a first husband living until the divorce proceedings, is that right?

A All I say, sir, is that he was dead.

Q You had a little suspicion that he wasn't dead, didn't you?

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A No, sir, I didn't, no, sir.

Q You admitted that you checked on it in 1937. When did you check on it again?

A Just during the divorce.

Q You docketed suit for divorce in Howard County way back in '46, didn't you?

A I think, sir, that you yourself know for a fact that I didn't even dig into it to find the first husband until the divorce decree, you did.

Q No, you didn't dig in until I forced you to, but how long had you known it before you were forced into it?

A I didn't know it.

Q You filed for a divorce in '46, didn't you?

A A man told me that he thought her former husband was still alive.

Q That was back in '46, wasn't it?

A That was the time of this divorce.

Q Didn't you enjoin Mr. James Macgill, a member of the Howard County Bar, back in '46 to secure a divorce for you in the first instance?

A Yes, because--

MR. HORN: Just yes or no.

A Yes.

THE COURT: Were they separated at that time?

MR. MANAHAN: Yes.

THE COURT: When was the separation?

MR. MANAHAN: May, 1946.

Q Didn't you tell him at that time that you suspicioned that Mrs. Donnelly had a husband living?

MR. HORN: I object, if Your Honor please.

A No.

MR. MANAHAN: If he depeneds on his testimony, I might have to get Mr. Macgill here.

THE COURT: Well, he has answered the question and he says no.

Q Didn't you tell him at that time that you had a suspicion that Mrs. Donnelly had a first husband living?

A Because she had told me.

Q Didn't you tell him in '46?

A She told me.

Q Didn't you tell your counsel, knowing at the time, that her husband was living?

A No.

Q That you suspicioned it?

A No.

Q Do you have your contract of sale here?

A For what?

MR. MANAHAN: May I have the contract, the original contract?

(Document handed to counsel for Defendant)

Q Mr. Donnelly, I show you the original contract of sale entered into between Henry Albert Donnelly, Elsie Virginia Donnelly and the Hanover Bank and Building and Loan Association, and show you what purports to be an assignment on the bottom of this dated blank date, November '46. Who wrote that on there?

A Who wrote what?

Q This assignment for value received. "I hereby assign all my rights, title, interests," and so on.

A I think that was--

Q Who wrote that on there?

A I don't know who wrote that.

Q This is your copy isn't it?

A I have no copy of that.

Q Did you give your lawyers a copy of the contract to file in this case?

A Who?

Q Didn't you?

A No.

Q You did not?

A No.

Q From where did this come?

A I don't know.

Q Isn't this a copy--

A That was a paper they wanted her--

Q Wait a minute, wait a minute. Don't be so fast. I want to ask you some questions. Is this the contract of sale, which is your copy, between you and the Building and Loan Association?

A This is it here. (Indicating)

Q This is it (Indicating) here. Is this a copy?

A Well, wait a minute.

Q Just answer my question.

A Let me get my glasses.

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Q All right.

A Yes, they wanted us to sign the papers.

Q Who put this assignment on here?

A I don't know.

MR. HORN: I object, if Your Honor please.

A I don't know who put that on.

MR. HORN: It is immaterial.

A I don't even know where that comes from.

THE COURT: Let me see that.

(Document handed to the Court)

Q I will put your counsel on.

A Well, put him on, put him on. Where he got hold of the thing, I don't know.

THE COURT: Mr. Donnelly, I have cautioned you about a lot of talking about which you have been asked no questions. I suggest that you avoid that.

Q So, you do not know how this assignment got on this contract, you say?

A No, sir, I don't.

Q Isn't it a fact that back in November '46 you had this assignment put on the contract of sale?

A By who?

Q Now, listen to the question.

THE COURT: Just listen to the question before you answer.

Q Isn't it a fact that you had this assignment put on the contract of sale and took it to Mrs. Donnelly and attempted to force her to sign it, ran her around with an automobile and was arrested as a result of that?

A No, sir, no, sir, no, sir, no, sir!

MR. HORN: Object, object.

THE COURT: Overruled.

A No, sir, no, sir, no, sir, that is not the truth. I defy you to bring anyone in to prove that.

MR. HORN: Now, Mr. Donnelly.

THE COURT: All right, don't bring all those unnecessary comments in. You have denied it and that is sufficient for the record.

A No, siree.

THE COURT: I want to ask you a question, Mr. Donnelly. At the time that you and Mrs. Donnelly signed this contract, did you expect her to make any payments on account of this property?

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A No, sir.

THE COURT: You did not?

A No, sir.

THE COURT: However, you had hoped that you would both be able to work together to pay for it and eventually get a deed for it, didn't you?

A No, sir, I knew that it would be up to me to keep that house up with my compensation checks. I never expected her to put a nickel in it.

THE COURT: You didn't expect her to put a nickel in it?

A No, sir.

THE COURT: You did expect her to acquire an interest in it, didn't you?

A Sir, at the time we were man and wife, as anyone would I wanted the house for my old age.

THE COURT: I say, you expected to get the property paid for and then both of you would have gotten a deed for it, is that right?

A If things went through, that's right, sir.

THE COURT: All right.

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A That's right, sir.

Q When you went into this filling station in Howard County, Mrs. Donnelly was up there too, wasn't she?

A When I moved up to the filling station, I didn't want Mrs. Donnelly up there. The first thing I knew out came a truckload of furniture and in came Mrs. Donnelly.

Q In other words, you wanted to separate from Mrs. Donnelly?

A No, because I wanted to go back to my home at night. I wanted to go back to my home and not stay in a filling station.

Q But you did rent the property, didn't you?

A Long afterwards, long afterwards.

THE COURT: Ask him when he rented it. The Court would like to know when he rented it.

Q When did you and Mrs. Donnelly move out of the McPherson station property?

A I rented that station there, I think, in April.

Q What year?

A '46. She wanted to move up there, and I said no that we should stay where we were and that I would go home in

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the evenings.

THE COURT: I don't get the picture. Let me try to follow through here. I understood you to say that from 1935 until 1940 you both lived in this property, is that right?

A That's right.

THE COURT: Did you both move out in 1940?

A In '46 I got this station.

THE COURT: In 1940?

A No, sir.

THE COURT: You were still living there in 1940?

A Yes, sir.

THE COURT: From 1935 when you executed this contract, at which time you were living on this property, you lived there continually until when?

A Until we moved over to the station, the service station.

THE COURT: You lived there from 1935 until 1946, is that correct?

A That's right.

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THE COURT: All right.

Q Isn't it a fact that you lived there from 1935 to 1941 and you then moved away from there?

A No.

Q What was the name of the first tenant at the McPherson station property after you moved?

A That property laid there until a man by the name of--he owned the station down the road, the man I worked for.

Q What is his name?

A He was on the corner down there. That's funny, I forgot his name. He lived there, and I worked for him, and he came to me and asked me to rent the house and I said no that I didn't want to rent the house, I want to live in it.

Q When was this?

A About April or May, about two months afterwards.

Q What year?

A '46.

Q What was the name of the first tenant of the property after you moved out?

A Walsh, John Walsh, Mr. John Walsh.

Q Where does John Walsh live?

85'

A At the time he lived on what we call Fort Meade Road.

Q Where does he live now?

A I don't know. Somewhere in Glen Burnie, I just don't know where, that is in Glen Burnie.

Q How much do you get a month from that property?

A Just $30.00 I asked him.

Q That place has two houses on it, doesn't it?

A Yes.

Q The front house rented for $30.00 a month?

A That's right.

Q How much does the back house rent for?

A $15.00 a month. There is no water or nothing.

Q So, you got an income of $45.00 a month from both properties. How long did you get that income of $45.00 a month?

A Well, that little house in the back had tenants in it, and they paid me this a few months and never paid me again.

Q How long did you get that $30.00 a month?

A If I got two months' rent, I was a lucky man.

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THE COURT: Did you keep a record of how much rent you got?

A Yes, sir.

THE COURT: Can you tell us how much rent you collected?

A I'd say maybe I got $40.00 out of it, $45.00.

THE COURT: You had two houses on this place?

A Yes, sir.

THE COURT: One for $30.00 a month and one for $15.00 a month. Now, there are twelve months in the year. How many of those months did you collect $30.00 on one and how many months did you collect $15.00?

A Mr. Walsh was only in there for a short time. The house was so destructed that I had to tell him to move.

THE COURT: You still haven't answered the Court's question.

A Sir?

THE COURT: Did you collect $60.00 a year, a hundred dollars a year or what?

A No, sir. I collected, I'd say, maybe around four

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or five months at $30.00 a month.

THE COURT: Four or five months at $30.00 a month?

A Yes, sir.

THE COURT: How many months at $15.00 a month?

A Sir, that place never paid, about two or three months. They never paid. The people who moved in it moved out.

THE COURT: Then you got somewhere around $150.00 to $200.00 in 1946, is that it?

A No. I don't think that little house had tenants in it in '46, I would have to look it up.

THE COURT: Was that the first year you rented, 1946?

A Oh, no. It was rented back--the people that lived--

THE COURT: Mr. Donnelly I can't keep up with you. You rented the property in 1946. Now, did you rent it in 1945?

A Yes, sir.

THE COURT: Did you rent it in 1944?

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A Yes, sir.

THE COURT: Now, just pause and be a little patient. Did you rent it in 1943?

A Yes, it was rented.

THE COURT: Did you rent it in 1942?

A It was rented off and on. It was rented since '35, off and on, off and on.

MR. HORN: I think he means, if Your Honor will excuse me, I don't know whether he means the big house or the little house.

A I mean the little house.

THE COURT: He is talking about the little house.

MR. HORN: Yes, he is talking about the little house.

THE COURT: Well, let's start over again from a certain point. You bought this property in 1935 and you lived in what we will call the big house.

A The big house.

THE COURT: You rented the little house?

A The little house.

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THE COURT: How much rent did you get?

A For a long time in there the people who had the property--

THE COURT: Now, wait a minute.

A $15.00 per month.

THE COURT: All right. That was in '35, '36, '37, '38 all the way through?

A That's right, sir.

THE COURT: All right, we have that straight.

MR. HORN: I thought that was it.

THE COURT: The Court doesn't know. The Court is trying to get all the information it can. The way he was going at first there wasn't any money coming in until 1946.

Q Isn't it a fact that you rented that big house in 1941 instead of 1946?

A No, sir.

Q You say you first rented the big house to John Walsh?

A That's right.

Q In 1946?

A That's right.

Q How long did he stay in possession?

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A John was only in there for a short time.

Q Who was your next tenant?

A The house stayed empty for a long time.

Q Who was your next tenant?

A I was going to move back in, but some people lived there for a month.

Q Who were they?

A Oh, I forget their names, to tell you the truth, and I got $12.00 off of them.

Q Who was your third tenant?

A Williams, the people who are in there now.

Q When did they take over?

A They come in there, I guess, about a year now.

Q How much rent are you getting from them a month?

A Well, I get $60.00.

Q $60.00 a month from the main dwelling house?

A The big house and that includes all the property.

Q Do you know how much is due on the contract with the Hanover Building and Loan Association?

THE COURT: What balance do you owe on the property, Mr. Donnelly?

A Well, I think there is some kind of a dispute in there on account of a barn burning out.

THE COURT: You certainly have a happy faculty for not being able to answer questions without going into a lot of detail. I asked you a simple question. If you don't know and your counsel does, why we will get it from your counsel.

MR. HORN: Approximately $1,800.00.

A I said there is a dispute in there.

THE COURT: All right. Approximately $1,800.00, Mr. Horn?

MR. HORN: I think so.

THE COURT: All right.

MR. MANAHAN: That's all.

REDIRECT EXAMINATION

BY MR. HORN:

Q Mr. Donnelly, at the time you instituted divorce proceedings against Mrs. Elsie Donnelly, what were the grounds on which you instituted the divorce proceedings, do you know?

A It was desertion and--

MR. WHITE: If Your Honor please, I object.

THE COURT: I sustain the objection. The Court doesn't have any papers here that there was a decree of annulment.

MR. HORN: All right, I will withdraw the question, but I think the grounds are very important. I haven't objected to counsel's attempt to bring in testimony which was absolutely irrelevant to this case.

THE COURT: I think that always happens in a case of this kind, and I don't know how the Court is going to keep it all out. We can only try to do the best we can.

MR. HORN: I think it is important insofar as this issue is concerned, if Your Honor please.

THE COURT: This issue looks like it is drawing itself down into a little narrow situation as we go along.

MR. HORN: That's all. That's the Plaintiff's case, Your Honor.

THE COURT: All right, call your witness.

MR. MANAHAN: Yes, sir.

ELSIE VIRGINIA SMITHSON, a witness called in her own

behalf, having been duly sworn, took the stand and testified as follows:

DIRECT EXAMINATION

BY MR. MANAHAN:

Q Will you give your full name?

A Elsie Virginia Smithson.

THE COURT: How do you spell your last name?

A S-M-I-T-H-S-O-N.

THE COURT: S-M-I-T-H-S-O-N?

A Yes, sir.

Q Are you the same party who is designated as Elsie Virginia Donnelly in this proceeding?

A Yes, sir.

Q And sometimes called Elsie Virginia Blankenship?

A Yes, sir.

Q Now, Mrs. Smithson, did you divorce John Blankenship?

A I didn't hear you?

Q Did you divorce John Blankenship?

A Yes.

Q Will you give that date to His Honor?

A October 1, 1949.

Q In what Court was that decree rendered?

A In Marlboro.

Q Marlboro, is that the answer?

A Yes.

Q Circuit Court, Prince Georges County?

A Yes.

Q Was it an absolute divorce?

A Yes.

Q When did you marry your husband?

A October--

Q Richard Edward Smithson?

A October 19, 1949.

Q Mrs. Smithson, coming back to this matter, you heard Mr. Donnelly testify this morning. When did you first meet Mr. Donnelly?

A I met him in Pittsburgh about 1924 or '25.

Q When did you first start going with him regularly?

A Well, from then on we were friends.

THE COURT: You say you met Mr. Donnelly in 1924?

A Yes, sir.

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THE COURT: All right. He said 1930, I believe.

MR. MANAHAN: Yes, sir.

Q Prior to your having met Mr. Donnelly, had you been married?

A Yes, sir.

Q Whom did you marry?

A John M. Blankenship.

Q When did you marry John Blankenship?

A I married him in August, 1918, the 25th.

Q How long did you and John live together as husband and wife?

A We was married two years.

Q Were any children born as a result of your marriage with John Blankenship?

A One son.

Q What is his name?

A Francis Blankenship.

Q When did you and John Blankenship separate?

A My son was two years old when he left.

Q What year was that?

A 1923.

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Q Just briefly, don't give any background, where did he go when he separated from you?

MR. HORN: I object, if Your Honor please.

MR. MANAHAN: If the Court pleases, I will tie all this in to show that this knowledge was all conveyed to Mr. Donnelly prior to the marriage.

THE COURT: I think the quickest way to get it out is to ask her just what she did discuss with Mr. Donnelly prior to the time they were married instead of giving a whole history of where Mr. Blankenship was.

MR. MANAHAN: All right, we will handle it that way.

THE COURT: It will save some time and get us closer to the picture.

Q Now, did you discuss with Mr. Donnelly your marital situation?

A Yes, sir.

Q When did you discuss this situation, prior or subsequent?

A When we were going together and he asked me to marry him.

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Q What did you tell him if anything?

A Well, I told him the circumstances, that my husband had run away, and I hadn't heard from him.

Q Now, just tell exactly what the circumstances were that you told him.

A That my husband was dead.

Q Did you tell him any more than that your husband was dead or did you tell him other circumstances?

A I told him the other circumstances.

Q Tell His Honor what those circumstances were.

A I told him that my husband had run away. I heard from him once, and he never came back. I never saw him again until I seen him in Court in '49.

Q When was the time that you heard from your husband?

A Well, he was gone about six months, and he left in '23.

Q Did you ever have any actual notice or knowledge that your husband had died?

A Only from his mother.

Q Did you convey this information to Mr. Donnelly as to what his mother said?

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A Yes, sir.

Q What did you tell him in regard to that?

A I told him that his mother told me that she had collected his insurance, that he must be dead.

Q About what time was it did you tell him that your mother-in-law had collected the insurance on John Blankenship?

MR. HORN: I object, Your Honor, and ask that it be stricken out. It is hearsay.

THE COURT: I think we are getting into the category of hearsay.

MR. MANAHAN: It is sort of hearsay as far as the man being dead.

THE COURT: Anything that she said she told him, which she has already testified to, I think is all right, but to quote what the mother said and so forth why that, of course, would be inadmissible. Strike out the answer in that respect.

Q Did you convey this information to Mr. Donnelly as to what your mother-in-law had told you about John being dead?

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A Yes, sir.

Q Did you ever come to Maryland with Mr. Donnelly prior to your marriage?

A Yes, sir.

Q In 1935.

A Yes, sir.

Q What were the circumstances for coming to Maryland?

A To see my first husband's people to see if they had ever heard anything.

Q Was Mr. Donnelly with you at that time?

A Yes, sir.

THE COURT: Before the marriage?

A Yes, sir.

Q Tell His Honor the circumstances of where you went and what you did in thepresence of Mr. Donnelly?

A I went to his mother's to see if they had heard anything from him. They told me--

MR. HORN: I object.

THE COURT: Was Mr. Donnelly there?

A Yes, sir.

Q Was anybody else there?

A My father. He has passed away.

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Q Was there any other conversation with Mr. Donnelly in the presence of his lawyer anywhere?

A Yes, sir, down in Pennsylvania.

Q Whereabouts in Pennsylvania?

A In Homestead, Pennsylvania.

Q Was this conversation prior or after the marriage?

A Before.

Q Do you know the lawyer's name?

A No, I don't, it has been so long.

Q Will you describe the place?

MR. HORN: If Your Honor please, I must object to this line of questioning.

THE COURT: I would like to have some basis for the objection.

MR. HORN: I certainly object to a line of questioning about a lawyer whose name is not known for the purpose of bringing or referring to Your Honor's mind that this took place. This is all uncorroborated. There is no basis for it if Your Honor please.

MR. WHITE: It is very obvious that all we are trying to ascertain is veracity now. We are trying to ascertain if they talked to a lawyer. We don't care what

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his name was, but whether this thing did occur. That is the essential thing, whether he got notice.

THE COURT: The Court will overrule the objection and let the witness go ahead.

Q Now, describe where thatlawyer was practicing, Mrs. Smithson.

A It was on 8th Avenue in Homestead.

THE COURT: Pennsylvania?

A Yes, sir.

THE COURT: All right.

Q 8th Avenue in Homestead, Pennsylvania?

A Yes, sir.

THE COURT: Was Mr. Donnelly with you?

A Yes, sir, I didn't know the gentleman.

Q At whose suggestion did you go to see the lawyer?

A Mr. Donnelly.

MR. HORN: I object.

A We both talked it over.

THE COURT: Objection overruled.

Q What was the purpose of going to see this lawyer?

A It was Mr. Donnelly's suggestion--

MR. HORN: Objection again.

A --to explain to him about--

MR. HORN: Just a minute. Let His Honor rule. I objected again, if Your Honor please.

THE COURT: Overruled.

MR. DONNELLY: I demand the name of that lawyer! I demand it if I go to jail for it.

THE COURT: Mr. Donnelly!

MR. DONNELLY: I demand the name of that lawyer! There is going to be no lie here in this Court.

THE COURT: Mr. Donnelly, stand up!

(The Plaintiff arose)

THE COURT: I want you to understand me clearly. You are in a Court.

MR. DONNELLY: That's right, sir.

THE COURT: You just keep quiet before this Court gets a little rough.

MR. DONNELLY: I don't want no lies.

THE COURT: Keep standing. I am trying to treat you as a gentleman.

MR. DONNELLY: That's right, sir.

THE COURT: Within the bounds of propriety. If you can't have sense enough to keep within the bounds of propriety, this Court will have to deal with you in a severe manner, and it won't be to your benefit. Now, I want you to be quiet and peaceful.

MR. MANAHAN: Shall I proceed, if Your Honor please.

THE COURT: Yes.

Q What was the purpose of Mr. Donnelly taking you to see this lawyer in Homestead?

MR. HORN: Objection, if Your Honor please.

THE COURT: Overruled.

A I wasn't satisified. I wanted to be married and married right. So, we talked it over and he took me to see this gentleman.

Q You weren't satisifed about what?

A Well, we had talked it over, and Mr. Donnelly had asked me to marry him, and I thought well we could go together and explain to this lawyer about the way my husband had left, and he said, "Well, when you are separated for seven years--

THE COURT: Don't quote what the lawyer said. I am not going to let you go that far.

Q The question is that you and Mr. Donnelly went to see this lawyer in Homestead, Pennsylvania.

A Yes, sir.

Q What did you say in the presence of Mr. Donnelly about your husband's disappearance?

A I told him that I had heard that he was dead, that I hadn't heard from him for over seven years.

Q Mr. Donnelly was present at that time?

A Yes, sir.

Q Why was this particular lawyer suggested by Mr. Donnelly?

MR. HORN: Objection.

THE COURT: Overruled.

Q Go ahead.

A He said that he was a friend of his, and that what he would say he knew would be true.

Q Did he say about having served in the Army?

A Yes, sir, they had served--

THE COURT: Strike it out. That is a leading question.

Q Did he say anything else about why he wanted to take you to this particular lawyer?

A That he was a friend, that he would be fair with him.

Q That you say was prior to the marriage?

A Yes, sir.

Q Are you in a position to give this lawyer's name?

A No, I really don't know his name.

Q Who, if anyone, paid for this lawyer's services?

A Mr. Donnelly paid for it.

THE COURT: Did you see him pay for those services?

A No, sir.

THE COURT: But how do you know then, you really don't know. You did not pay for it?

A No, sir.

Q You did go to Martinsburg, West Virginia, with Mr. Donnelly, is that correct?

A Yes, sir.

Q And the marriage ceremony was performed there in 1935 in May?

A Yes, sir.

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THE COURT: Was that in May?

MR. MANAHAN: March, I beg your pardon.

Q This marriage was subsequently annulled by the Circuit Court of Howard County, is that right?

A Yes, sir.

Q After your marriage to Mr. Donnelly in March 1935, where did you go to live, Mrs. Smithson?

A On Dorsey Road.

Q In Montgomery County?

A In Howard County.

Q You mean this particular property in question?

A No, sir, farther, then we moved down.

Q When did you move down to the McPherson station property which is the subject of this suit?

A I think it was in '41.

Q No, I am talking about this McPherson station property.

A Oh, '35.

Q The same year you were married to Henry Donnelly?

A Yes, sir.

Q Had you moved into the property and rented it awhile before you actually bought it?

A Yes, sir, I think we were there a couple of months before we took it over.

Q What was the purchase price of this property?

A $3,500.00, I think.

THE COURT: $3,200.00 the contract says.

A I beg your pardon.

Q Who dickered for this property, you alone, Mr. Donnelly, or both of you?

A Both of us together.

Q What if anything did you do towards looking after this property?

A Well, it was a large house and had to be kept clean.

Q How large is the house, Mrs. Donnelly?

A Two bedrooms upstairs, large bath in the hall, three big rooms downstairs, and a summer kitchen.

Q Is there another house on the premises?

A Yes, sir.

Q Did you have any help or anything like that in regards to this house?

A Sometimes I would have someone to come in and help to scrub it.

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Q What was Mr. Donnelly's income at that time?

A Ninety-five, I think.

Q Was that from his disability pension?

A Yes, sir.

Q Did he have any other income at that time?

A He had a few chickens, but they brought no income.

Q How many chickens, approximately, did he average?

A He had a few hundred chickens.

Q Did you help him with the chickens?

A Very much.

Q Who attended to the firing of the furnace and things like that?

A I did, and sometimes he did. Most of the time I did.

Q Did you ever take in boarders while you were living there at McPherson's?

A Yes, sir, I had some five boarders when the war started up.

Q When did you take in those boarders?

A When the war first started.

Q Around about what year, do you recall?

A Well--

Q You mean when they first started mobilizing?

A When they first started mobilizing.

Q What year was that?

A I can't remember. When Camp Meade was building up.

Q About what was your income about this time?

A I got $12.00 per week from each one of them.

THE COURT: How many did you have?

A Sometimes I had five and sometimes seven. I mostly had five.

THE COURT: Did you just have rooms there or did you have room and board?

A Room and board. I did the cooking.

Q What, if anything, would be done with the income you received from these boarders?

A Well, it was put in the house.

THE COURT: In what way?

A Well, it would help to pay the expenses, gas, electric. I beg your pardon, we didn't have any electric. But it paid for gas and eating and things like that in the house.

Q Did Mr. Donnelly eat out of that too?

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A Yes, sir. It paid Mr. Donnelly's gasoline bills.

Q Did Mr. Donnelly give you any money during that time?

A No, sir.

Q You said you paid Mr. Donnelly's gasoline bills. Elaborate on that a little bit to His Honor.

A Well, Mr. Donnelly had an automobile which he said was in the back, but it was very much on the road. He had run gasoline bills where we got our gas, and when I paid it was all paid.

Q Where would he run this gasoline bill?

A Up on the Washington Boulevard.

MR. DONNELLY: Can you give the name of the station?

A I beg your pardon.

Q Don't answer that. Do you recall what station that was?

A Well, the people who owned the station, both of them have passed away.

Q What was their names?

A Montfords.

///

Q And you paid them the gasoline bills?

A Yes, sir, sometimes $20.00 a week.

Q Did you ever make any payments on the account of the Building and Loan Association's indebtedness while you were living there?

A I have went to Laurel and sent a money order to them with some of the money I got from my boarders, yes.

Q When, Mrs. Donnelly, did you and Mr. Donnelly move from the McPherson station property up into Howard County?

A I think it was in '45 or '46.

Q '45 or '46, or was it '41?

MR. HORN: I object, if Your Honor please. The witness has answered. It was 1945.

THE COURT: Don't lead the witness, just ask the questions.

Q Would you think over again and see if you can refresh your recollection about the date you moved up into Howard County?

A It may have been sooner, but I know it wasn't any later. I have had so much trouble that I just don't know the date of things.

Q You just can't remember the date?

A No, sir.

Q Try to refresh your recollection this way. Before you moved into Howard County, did you take employment somewhere else?

A I worked in Camp Meade during the war, yes, sir.

THE COURT: You did what?

A Worked in Camp Meade.

Q What was your salary at Camp Meade?

A I made $75.00 a week, that is every two weeks. $65.00 to $75.00 every two weeks.

Q You made $65.00 to $75.00 every two weeks?

A Yes, sir.

THE COURT: Where were you living at that time?

A At McPherson's station.

THE COURT: The property subject to this litigation?

A Yes, sir.

Q What, if anything, did you do with that money?

A Well, I used it for the house.

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THE COURT: Were you and Mr. Donnelly on good terms at that time?

A Yes, sir.

THE COURT: Living together?

A Yes, sir.

Q Did you ever use any of this money for other purposes than that of the house? How about the Building Association?

A Well, yes, I have helped to pay the Building and Loan.

Q Did you ever have a private bank account and save any of this money for your own use?

A No, sir.

Q It all went into thehouse?

A Yes, sir, I never saved a penny.

Q Now, you say you can't be sure when you moved up into Howard County from the station is that correct?

A Yes.

Q Do you have the name of the first tenant you had in the house down there?

A Mr. Walsh.

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Q What do you or what did you do when you first got up into the filling station? How did you and Mr. Donnelly make out up there?

A Well, I lived in the back and then I had a nervous breakdown, and I had to go to the hospital. I was in the hospital for eight weeks with a nervous breakdown.

Q Was Mr. Donnelly ever in the hospital while you were there?

A To see me?

Q Was Mr. Donnelly ever in the hospital while you were up there?

A Yes, sir, he was in the hospital.

Q How long was he in the hospital?

A He was in the hospital, I think, a week, and then he was sick--

Q Refresh your recollection. Was he ever sick for a period of a long time while you were living together?

A Yes, sir, while we were in the garage he had penumonia.

Q How long was he sick then?

A A month.

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Q Who operated the station while he was sick?

A My brother-in-law and myself.

Q What did you do with the proceeds of the filling station income?

A Well, we put it back into the garage to buy the gasoline and the oil, and to help to pay the people.

Q Did you ever make any payments to the Building and Loan Association out of that?

A Well, between that and his pension, we put it together.

Q How long were you living at the filling station before you and Mr. Donnelly eventually separated?

A I guess about two years up at the garage.

Q When did you separate, do you recall?

A '46.

Q You were separated in '46?

A Yes, sir.

Q Then you must have moved up there around '41.

MR. HORN: I object, if Your Honor please, to counsel's testifying.

THE COURT: She testified that she lived

there about two years. It's ordinary arithmetic.

MR. MANAHAN: All right, sir.

Q What was Mr. Donnelly's conduct towards you during that time, while you were up there?

MR. HORN: Objection.

THE COURT: I don't see what bearing that has on the situation. You have a situation here where they are separated. All the other things have come along with it. What we are primarily interested in are the circumstances surrounding this property. That is what the Court is interested in. We don't want to get too far afield.

MR. MANAHAN: I just want to ask her one more question.

Q Was it necessary for you to take any part in the operation of the filling station?

A Yes, it was necessary.

Q Why?

A Because Mr. Donnelly worked half the night and slept all day.

Q What time did he get up during the day?

A One or two o'clock.

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Q Who would operate the filling station before he got up?

A I would get up in the morning for the knocking of the bread man to let him in.

Q Did you operate the filling station until he got up and took over?

A No. My brother-in-law or someone would come in and help.

Q Did you actually take in or take any part in the service station while Mr. Donnelly would be asleep?

A Yes, indeed, I would feed gas.

MR. WHITE: What was the last thing you said?

THE COURT: She served gas.

A Gasoline.

Q I don't believe you have made any payments on this contract since you have separated, is that correct?

A No, sir.

Q Mrs. Donnelly I show you a contract of sale between the Hanover Building and Loan Association and you and Mr. Donnelly which has been filed as Exhibit 1 in this case. I also call to your attention the assignment which has not

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been signed on there. Did you have that assignment put on that contract of sale, this particular assignment here?

A No, sir.

Q Now, after your separation from Mr. Donnelly, did he ever come to see you about an assignment to this contract?

A Yes, sir.

Q Explain to His Honor the circumstances of that and fix a time, if you will?

MR. HORN: I will object, if Your Honor please. It is a non-executed assignment and it is irrelevant to this issue.

MR. MANAHAN: I want to show why it is.

THE COURT: The whole thing is wide open and we are trying to keep it down to a reasonable limit, but I will overrule the objection.

Q Fix a time when Mr. Donnelly spoke to you about executing that assignment, tell us just when it was.

A Iknow he met me with this paper and run me up and down Main Street.

Q Was it after the separation?

A Yes, sir, after the separation. I was living with

my son.

Q Where were you living?

A With my son in Laurel.

Q Laurel, Maryland?

A Yes, sir, and he run me up and down the street and told the neighbors. They had to call the cops to come and get him. He was running me up and down the street with the machine.

THE COURT: What was he trying to do?

A He wanted me to sign the contract.

Q Did he tell you why?

A Then the cops came to get him, and he carried on, he wanted me to sign it.

THE COURT: You didn't sign it?

A No, sir.

THE COURT: I think that is enough about that.

MR. MANAHAN: All right, sir.

Q When you married Mr. Donnelly in Martinsburg, West Virginia, did you intend to perpetrate a fraud on him?

MR. HORN: I object.

THE COURT: Sustained.

MR. MANAHAN: Does the Court feel that the form of that question was bad?

THE COURT: The form of the question was bad. Does she know what constitutes fraud? The acts of the parties have to speak for themselves.

Q Did Mr. Donnelly ever give you an allowance while you were living with him as husband and wife?

A No.

THE COURT: Who bought your clothes?

A Whatever money was put there, it was just used. He never gave me anything special for myself.

THE COURT: What do you mean by it was put there?

A We had a place where we kept it, and we used it.

THE COURT: Whose money was put there?

A Well, all of it. I put my pay there and when he had any of his left--

THE COURT: You mean you pooled your money and used it for both of your interests?

A Yes.

Q Did you and Mr. Donnelly put it in the family pot?

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A Yes.

Q You both used it?

A Yes.

Q Did he ever run up any store bills?

MR. HORN: I object, if Your Honor please.

MR. MANAHAN: He has testified in direct examination that he had never run up any store bills and it wasn't necessary for Mrs. Donnelly to pay any.

MR. HORN: She has testified to that already.

THE COURT: I will overrule the objection.

Q Will you answer the question, please?

THE COURT: Did you pay any store bills?

A Yes, sir.

THE COURT: Groceries or anything of that kind?

A Yes, sir.

Q Where were they?

A That was a store by the name of Anderson. We did our buying there.

Q What did you buy there?

A Groceries.

THE COURT: That was for both of you in the house?

A Yes, sir.

THE COURT: When you had boarders, did you use some of the money that came in from the boarders to buy groceries?

A Yes, sir.

THE COURT: And your husband was there too?

A Yes, sir.

THE COURT: Did you all eat at the same table?

A Yes, sir.

THE COURT: The boarders, you, and Mr. Donnelly?

A Yes, sir.

THE COURT: All right.

MR. MANAHAN: You may examine.

CROSS EXAMINATION

BY MR. HORN:

Q Mrs. Smithson, when did you marry the present Mr. Smithson?

A The 19th of October.

Q The 19th of October, 1949?

A Yes, sir.

Q Is Mr. Blankenship still living?

A Yes, sir.

Q Did you obtain a divorce?

A I did.

THE COURT: She has already testified to that.

MR. HORN: If Your Honor please, I am going to the witness's veracity.

Q On what grounds did you obtain this divorce from Mr. Blankenship?

MR. WHITE: I object.

THE COURT: Sustained. Do you deny that a divorce has been granted?

MR. HORN: No, I do not, but, if Your Honor please, I am examining the witness--

THE COURT: What concern does the Court have with that?

MR. HORN: If Your Honor please, if the marriage to Mr. Donnelly was a null and void marriage, this woman lived in legal adultery. This Court must take judicial

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notice of that fact. In her Bill of Complaint--

THE COURT: What fact?

MR. HORN: Of the fact that there was a null and void marriage and she lived with Mr. Donnelly as husband and wife.

THE COURT: You mean while Mr. Blankenship was living?

MR. HORN: Yes, while Mr. Blankenship was living.

THE COURT: Let us assume that that was a fact, would that help us in this case?

MR. HORN: Yes, sir, I believe it does, I believe it does, because I am going to show the character of this woman, if Your Honor please. She stated that she obtained a divorce. I would like to know on what grounds she obtained the divorce because she filed a Bill of Complaint, she gave testimony under oath in some proceedings, and I want to know the grounds.

THE COURT: The Court is not interested in the grounds.

MR. HORN: I think it goes to the veracity of

the witness, if Your Honor please.

THE COURT: I have got to determine that from the evidence in this case. If she didn't get the divorce, the Court would be very much interested in that statement.

Q Mrs. Donnelly you stated on direct examination that you told Mr. Donnelly your husband was dead, is that correct?

A That's right.

Q You told him that prior to the time you married him?

A That's right.

Q Now, in 1937, were you required to fill out or file any papers for the Veterans Administration pertaining to Mr. Donnelly's allotment?

A I don't remember.

Q You don't remember?

A No.

Q Can you tell His Honor whether or not you executed an affidavit to the United States Government that your husband was dead for the purposes of Mr. Donnelly's allotment?

A I did not.

Q You did not?

A No.

Q Do you recall the Veterans Administration making an investigation?

A I don't remember.

Q You don't remember?

A No.

Q When did you go to Baltimore, as you testified, with Mr. Donnelly?

A Before I was married to Mr. Donnelly.

Q Before you were married to Mr. Donnelly?

A Yes.

Q Did you ever go to Washington with Mr. Donnelly after your marriage?

A No, sir.

Q Didn't you go to Washington with him after you were married for some purpose?

MR. MANAHAN: I would like to object to that question of going to Washington for some purpose.

MR. HORN: She said she didn't go.

MR. MANAHAN: I would like to object.

THE COURT: Well, it hasn't done any damage.

Q You married Mr. Donnelly in Martinsburg, is that

correct?

A Yes, sir.

Q At the time you took out the license of marriage, did you state thereon that you were a widow?

A I did.

Q Mr. Donnelly saw that license?

A Yes, sir.

Q You told Mr. Donnelly that you were a widow?

A Yes, sir.

Q And he married you?

A Yes, sir.

Q Subsequently you moved to the McPherson property?

A Yes, sir.

Q And you told His Honor that you went to work at Camp Meade?

A Yes, sir.

Q When did you go to work?

THE COURT: She said during the war, when it started opening.

A During the war when they started building Camp Meade.

Q About 1940-41?

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A About that.

Q How long did you work at Camp Meade?

A A couple of years.

Q Did you have boarders there during that time?

A That was before the boarders.

Q That was before the boarders?

A Yes.

Q What did you do with that money?

A I put it into the house.

Q You put it into the house?

A Yes.

Q How many times did you make payments to the Building and Loan Association?

A I did practically all the making of the payments. Mr. Donnelly made very few.

Q How much did you pay, do you know?

A $30.00 a month.

Q Where did that money come from?

A Well, sometimes it was from the boarders' money that was in the house.

Q Did Mr. Donnelly ever give you any money at all to

pay on the mortgage?

A No, sir.

Q Never gave you any money at all?

THE COURT: She made a statement that they put the money together and paid things from that. Now, if that is not correct, of course, you have a different picture. Mr. Donnelly said that she never had any money and didn't have anything to do with it.

Q Where did you get these money orders with which you claim you made payments?

A Mostly I got them in Laurel and some in Dorsey.

Q What did Mr. Donnelly do with the money he received from the government?

A Well, some of it he put in the house and a good bit he spent.

Q Did you ever give Mr. Donnelly any money at the time this house was purchased?

A No.

Q Did you have any money at that time?

A No.

Q Did you and Mr. Donnelly have a joint bank account?

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A No.

Q Did you ever have a bank account of your own?

A No.

Q As a matter of fact, when you left Mr. Donnelly while he was still at the filling station, you took a thousand dollars with you which belonged to him, didn't you?

A I beg your pardon.

MR. MANAHAN: Object.

THE COURT: Overruled.

Q I didn't hear your answer.

A I beg your pardon, no.

Q You did not?

A No.

Q You didn't take any money at all?

A No.

Q Where were the proceeds put which came from the filling station while Mr. Donnelly was allegedly sick?

A In a cigar box and taken in the back.

Q What happened to that money?

A It was put in the garage to do the dealings the next day.

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Q Did you ever make any profit off the garage?

A We made a little, we sold gas. When you bought the gas you had to have the money to pay for it.

Q Did you make enough--

THE COURT: Aren't you going a little far afield now?

A No, not all the time.

THE COURT: The Court is willing to try to let in enough to see what the whole picture is, but we don't want to get too far away.

MR. HORN: I will only be a moment or two, if Your Honor please.

Q Mrs. Donnelly, at the time the divorce proceedings were instituted against you by Mr. Donnelly, he charged you with desertion and abandonment, did he not?

MR. MANAHAN: I believe the record speaks for itself.

MR. HORN: Let the witness answer.

THE COURT: They separated in 1946. There is no dispute about that, is there?

MR. HORN: No, sir.

THE COURT: An an annulment was gotten later.

MR. HORN: But, if Your Honor please, I know the Court doesn't mean to do this, but the Court is taking--

THE COURT: How can this Court be bound by any allegations in a divorce case which never was actually concluded as a divorce case?

MR. HORN: If Your Honor will take notice of the opinion, I believed there is a certified copy marked Exhibit B--

THE COURT: What does that say?

MR. HORN: I call Your Honor's attention to the fact that Judge Clark in his opinion says as follows starting on Page 1.

THE COURT: Is the opinion in this record?

MR. HORN: I have the opinion right here.

THE COURT: I didn't ask you that.

MR. BOEHM: I think it is in the cross bill.

MR. MANAHAN: If Your Honor please, I object to Judge Clark's opinion coming into this case. Of course, we are bound by the decree, it's true, but Judge Clark's opinion would not--

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THE COURT: If the certified copy is here as a docket entry, I don't know where.

MR. BOEHM: Exhibit B, sir, cross bill of complaint.

THE COURT: With the cross bill there is a decree. Are you talking about the decree now?

MR. HORN: The decree and the opinion of Judge Clark.

THE COURT: There is a decree but no certified copy of the opinion. I don't see any copy of the opinion.

MR. HORN: They are attached together. I have it right here, if Your Honor wants it.

THE COURT: I thought you said it was in the case?

MR. MANAHAN: If Your Honor please, I just filed the decree. I didn't file the opinion because there was no point in filing the opinion, that was His Honor's ruling. The decree is the meat of the thing and that is what we filed, and I object to the introduction of the opinion in this case.

MR. HORN: This opinion, if Your Honor please,

sets forth the testimony given by the parties. That's why I think this opinion, which is a true copy--

THE COURT: Let's assume that this lady did abandon this man, how does that help?

MR. HORN: Well, the reason why I brought that up, if it please the Court, coming back--

THE COURT: Well, let's not get into all that. You can argue this whole business in a few moments. Let's get through with this and get the testimony. I overrule the objection.

Q Mrs. Donnelly at the time divorce proceedings between yourself and Mr. Donnelly was taking place, were you not told by Judge Clark--

MR. MANAHAN: Objection.

THE COURT: I can't sustain anything until I hear the question.

MR. HORN: I will withdraw that.

Q Mrs. Donnelly at the time of the divorce proceedings between yourself and Mr. Donnelly, didn't Mr. Donnelly produce Mr. Blankenship in person, your former husband?

A Yes.

THE COURT: Isn't that just why you have a decree here, based on that very situation?

MR. HORN: Yes, if Your Honor please.

THE COURT: The record speaks for itself, that is the best evidence. It is a fact that you have a decree declaring the marriage null and void, and it is based on exactly what counsel has asked this witness. Mr. Blankenship is still alive and consequently the marriage ceremony between Mr. Donnelly and Mrs. Donnelly was annulled. There is no disupte about that, is there?

MR. HORN: There is no dispute about that, if Your Honor please, but this opinion, this previous testimony that took place in that Court on these divorce proceedings is relevant to this issue. Her testimony at that time, If Your Honor please, was that she still thought that Mr. Blankenship was dead and counsel has inferred that our client here knew about his being alive or supposing that he could be alive when it is a fact that testimony in Howard County shows that until he was produced he was not aware that he was alive.

THE COURT: Do you deny that inquiry was made by both parties before they were married as to the existence

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of Mr. Blankenship?

MR. HORN: I do not deny that, if Your Honor please.

THE COURT: All right, stop right there. Then there was some investigation made?

MR. HORN: Not until the divorce proceedings. That is our contention.

THE COURT: I don't mean investigation as to where this man was so as to produce him, I don't mean that. The Court means that at the time they were talking about getting married whether or not inquiry was made as to whether Mr. Blankenship was dead or alive.

MR. HORN: We do deny that, if Your Honor please. We say that is not, in fact, the truth. That is why I came back to this opinion, if Your Honor please, because the testimony in Howard County was not to that effect after what this witness has testified here today.

THE COURT: Well, now, if you have testimony there which contradicts what she says here, you have a right to cross examine her as to any statement she made here.

Q Now, Mrs. Donnelly, did you not testify in these

divorce proceedings before Judge Clark that you believed the entire time that your husband was dead before you married Mr. Donnelly, and that you told him that he was dead?

A Yes.

THE COURT: She said the same thing here.

Q And didn't you testify also in these proceedings that what there was no question in your mind about his being dead and that it was never questioned until these proceedings?

A No, I don't remember.

MR. MANAHAN: I object.

MR. HOTY: Now, just a minute.

THE COURT: Overrule the objection.

Q Now, what is your answer?

A I don't remember.

Q You don't remember that?

A No.

Q Didn't you also testify in the divorce proceedings between yourself and Mr. Donnelly that at no time had you ever told Mr. Donnelly that you thought your husband was alive?

MR. MANAHAN: Object.

THE COURT: Overruled.

MR. HORN: You may answer, His Honor has ruled. You can answer the question.

A I always thought he was dead.

Q And that is what you testified to, and that is what you said you told Mr. Donnelly up until the time you came into Court before Judge Clark, isn't that correct?

THE COURT: I am not interested in what she told him. As the Court understands the picture, a good many things are what happened afterwards and don't have anything to do with this. It is what their intentions were at the, the time the property was first purchased and the circumstances surrounding it that this Court is concerned with. I think that is the pertinent issue in this case.

Q Now, Mrs. Donnelly you never testified in the prior proceedings as to having visited a lawyer in Homestead, Pennsylvania, or coming to Baltimore to determine whether or not your husband was alive at the time of your marriage?

MR. MANAHAN: If Your Honor please--

THE COURT: He has asked her to what she has testified to before, and the Court doesn't see any impropriety

in that. If she didn't testify about it before then there can't be an inconsistent statement made about it.

MR. MANAHAN: I understand that this line of examination is to test her veracity.

THE COURT: On direct examination you have to take the consequences.

Q Answer my question Mrs. Donnelly.

A I don't remember.

Q You don't remember that either?

A No.

Q Now, Mrs. Donnelly, as a matter of fact, didn't Mr. Donnelly pay for this mortgage out of the allotment money he got from the government?

A I never seen it.

Q You never saw it?

A No.

Q Do you have any receipts from the Building and Loan Association?

A He has them, I don't.

MR. WHITE: If Your Honor please, I have sat here and endured a whole lot of interference. I don't care

what Mr. Donnelly says to me privately, but when he starts cursing around this Court and saying things--

MR. HORN: I object, Your Honor.

MR. DONNELLY: Nobody is cursing.

MR. WHITE: I heard what he said.

THE COURT: The Court has tried to suggest to Mr. Donnelly thathe try to conduct himself properly. The Court is trying to be very considerate about this, in fact, to a number of things extraneous to the record today. The Court is trying to be considerate under all the circumstances. Now, go ahead.

Q Now, Mrs. Donnelly, you went to the hospital, to Prince Georges Hospital on several occasions, didn't you?

A I did.

Q Prior to your marriage being declared null and void, is that correct?

A You mean that I have been to the hospital since my marriage?

Q Before you separated?

A Yes.

Q Who paid those hospital bills?

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A Mr. Donnelly.

Q From where did he get the money?

A I don't know.

Q You don't know?

A No.

MR. HORN: That's all, no further questions.

THE COURT: All right, anything further

MR. MANAHAN: No. That is the defendant's case, if Your Honor please. I would like to offer in evidence the certified copies of the two judgments which is filed as a part of the Plaintiff's bill.

THE COURT: All right, admit them in evidence.

(Marked by the Reporter as Defendant's Exhibit "A" and Defendant's Exhibit "B".)

THE COURT: Anything further?

MR. HORN: That's all, if Your Honor please.

REDIRECT EXAMINATION

BY MR. MANAHAN:

Q Mrs. Donnelly has the $100.00 counsel fee which was directed by the Circuit Court of Howard County to be paid to your solicitors ever been paid by Henry A. Donnelly?

A No, sir.

Q Under the decree dated January 6, 1949?

A No, sir.

MR. MANAHAN: That's all.

THE COURT: Do you gentlemen want to argue this matter now? The Court will hear you.

(Counsel for the Plaintiff made opening and closing arguments to the Court.)

(Counsel for the Defendant made closing argument to the Court.)

THE COURT: Mr. Donnelly if you don't stop this foolishness you are not going to get out for sometime. I am tired of this foolishness. If you can't sit there and keep quiet you had better excuse yourself from the courtroom. Bring the sheriff in to sit by him. I have gone far enough with this.

MR. HORN: Your Honor I can't attempt to apologize for my client's actions.

THE COURT: I am trying to be as fair as I can, but he is making a disturbance for no good reason at all. The Court can't put up with that nonsense.

MR. DONNELLY: Lies, I can't go for lies.

THE COURT: Sheriff I want you to take a seat beside Mr. Donnelly. If he makes any further disturbance, I want you to remove him from the courtroom.

Now, I am not going to write a long opinion on this case gentlemen. I think the Court is going to rule and take exceptions and you have a right for an appeal. I think that this case is one which developed itself not so much in fraud but by virtue of the fact that the parties made a mistake. If Mr. Donnelly knew Mrs. Donnelly since 1924 or even since 1930 and went with her for five years or eleven years and had any doubts about her status I should say it was incumbent upon him to exercise some care and caution and some good judgment in trying to check into the situation. The Court cannot conclude that two parties knowing each other for a long period of time would not discuss very pertinent things relative to their situation, whether they were married, single, divorced, whether they had any children, and in general things that parties do who contemplate becoming closely associated and probably will become married. What results? After they have gone together for awhile, according

to one side, some information was brought to Mr. Donnelly's attention that Mrs. Donnelly wasn't sure that her husband was dead. The burden is upon him to prove what he contends about the situation to be correct, and the scales don't tip heavily one way or the other. Consequently, the Court can't rightly say that he has established to the satisfaction of the Court that fact. They go through a marriage ceremony and shortly after that this property is purchased. There isn't anything in the testimony to show that Mrs. Donnelly in any way suggested, influenced, coerced, or directed that this contract of purchase be executed so that she would be a party thereto. They continued their existence in a normal course of relationship over a period of time, March 8, 1935 to sometime in 1946, after which domestic difficulties had arisen. Then a divorce suit is instituted on the grounds of abandonment and desertion, and it consequently developes that Mr. Blankenship, the former husband of Mrs. Donnelly, is still alive and that she is not legally married to Mr. Donnelly. The Court has to assume that at the outset it was intended by Mr. Donnelly, and I say he acted in good faith, to acquire this property for the use and benefit of both of them. That

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is why he had the contract executed in the names of both of them. In their relationship they contributed, whether to a large degree or to a small degree, in a joint effort in trying to carry on. Mr. Donnelly raised chickens, this, that, and the other thing, and Mrs. Donnelly said she took in boarders and that they pooled their money. They used it, spent it, and lived there. That is a normal situation, and it could have continued until either one or the other had died had it not been for the fact that subsequently they didn't get along. Now, it seems to the Court, hindsight being better than foresight, that the contract being in the names of both after they were married, Mr. Donnelly would like to undo that situation so that Mrs. Donnelly will not have any interest in this property. The Court feels out of the equities in the case that she is entitled to her interest in the property, and it will sign a decree to that extent and will authorize the appointment of trustees to sell the property and to divide the proceeds as their interests may appear. Now, if counsel will prepare a decree in accordance with the Court's decision, the Court will sign it.

LIBER 77 PAGE 308

MD. HOUSE OF CORRECTION
CENSORED

HENRY A. DONNELLY,

Plaintiff

vs.

ELSIE VIRGINIA DONNELLY, et. al.

Defendant.

and

ELSIE VIRGINIA DONNELLY,
Cross-Plaintiff
vs.
HENRY A. DONNELLY, et. al.
Cross-Defendants.

IN THE

CIRCUIT COURT

for

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY. IN EQUITY.

Docket # 13-#364. #9684.

Filed 27 Feb, 1951.

Mr. Clerk:

Please enter an appeal on behalf of Henry A. Donnelly, Plaintiff and Cross-Defendant

from the Decree passed on the 8th day of February 19 51 to the Court of Appeals of Maryland.

Henry A Donnelly
Henry A. Donnelly
Henry A. Donnelly, Plaintiff and Cross-Defendant.

R. Lewis Brinsfield
Solicitor for Appellant.

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 19th day of February 19 51, before me, the Subscriber, A Notary Public ~~Clerk of the Circuit Court of~~ Baltimore City, personally appeared

Henry A. Donnelly, Plaintiff and Cross-Defendant.

and made oath in due form of law that this appeal is not made for the purpose of delay.

Mary V. Smoot
Mary V. Smoot
Notary Public. ~~Clerk of the Circuit Court of Baltimore City~~

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HENRY A. DONNELLY * IN THE CIRCUIT COURT FOR
* ANNE ARUNDEL COUNTY
vs. * IN EQUITY
ELSIE V. DONNELLY * No. 9684

****

DESIGNATION OF THE PROCEEDINGS TO BE INCLUDED IN THE RECORD ON APPEAL TO COURT OF APPEALS

It is hereby designated by counsel for the appellant that the Record on Appeal shall include the following proceedings:

1. Copy of docket entries.
2. Original Bill of Complaint filed April 2, 1949 and Complainant's Exhibit 1 (Contract of Sale dated 12/23/35).
3. Answer of Elsie V. Donnelly filed July 29, 1949.
4. Cross-Bill of Complaint filed July 29, 1949 (Order of Court appointing receivers to collect rent excluded).
5. Copy of Decree of Annulment. Cross-Plaintiff's Exhibit "B".
6. Answer of Henry A. Donnelly to Cross-Bill of Complaint filed 8/17/49.
7. Opinion of Court filed 2/8/51.
8. Decree of Court dated February 8, 1951.
9. Three copies of the stenographic transcript of the evidence.
10. Notice of Appeal filed February 27, 1951.
11. Designation as to Record on Appeal.

[signature]
Attorney for Appellant

I HEREBY CERTIFY that a copy of the above Designation of the Proceedings was mailed to C. Orman Manahan, Esq., of counsel for the Appellee, this 7 day of March, 1951.

[signature]
atty for Appellant

Filed 8 Mar., 1951.

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(12)

HENRY A. DONNELLY, plaintiff, Vs. ELSIE VIRGINIA DONNELLY, et al., defendants.	)	IN THE CIRCUIT COURT
-- - -- -- -- --	)	FOR
ELSIE VIRGINIA DONNELLY, cross-plaintiff, Vs. HENRY A. DONNELLY, et al., cross defendants.	)	ANNE ARUNDEL COUNTY, IN EQUITY. No. 9684 Eq.

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ORDER FOR APPEAL

Filed 9 Mar., 1951.

Mr. Clerk:

Please enter an appeal to the Court of Appeals of Maryland from the decree in this case, dated the 8th day of February, 1951.

Elsie Virginia Donnelly Trow

Elsie Virginia Donnelly
One of defendants and cross-plaintiff.

John S. White
John S. White

C. Orman Manahan
C. Orman Manahan
Solicitors for Elsie Virginia Donnelly, one of defendants and cross-plaintiff.

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STATE OF MARYLAND, ~~PRINCE GEORGE'S~~ Howard COUNTY, Sct:

I HEREBY CERTIFY, That on this 8th day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in ~~Prince George~~ Howard's County aforesaid, personally appeared Elsie Virginia Donnelly, (now Elsie Virginia Smitson), one of the defendants and the cross-plaintiff in the above entitled case, and made oath in due form of law that the appeal prayed and taken in the above entitled case is not taken for the purpose of delay.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Elizabeth B. Williams
Notary Public.

I hereby certify that a copy of the aforegoing order for appeal was, this 9th day of March, 1951, mailed via first class mail to R. Lewis Bainder, Esq., solicitor for Henry A. Donnelly; to Howard C. Bregel and Z. Townsend Parks, Jr., Esquires, Solicitors for The Hanover Banking and Building Association of Baltimore City; to the defendant, Howard J. Ring, Esquire; to the defendant, Howard J. Williams; to ~~the~~ C. Ferdinand Sybert, Esquire, Solicitor for Napoleon B. Stewart, and to Charles E. Hogg, Esquire, Solicitor for John D. Baker, Jr., also one of the defendants.

C. Orman Manahan
C. Orman Manahan, one of the solicitors for Elsie V. Donnelly.

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HENRY A. DONNELLY, plaintiff,	IN THE CIRCUIT COURT
Vs.	
ELSIE VIRGINIA DONNELLY, et al., defendants.	
-- -- -- -- --	FOR
ELSIE VIRGINIA DONNELLY, cross-plaintiff	
Vs.	
HENRY A. DONNELLY, et al., cross-defendants.	ANNE ARUNDEL COUNTY, IN EQUITY. No. 9684 Eq.

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DESIGNATION OF PORTIONS OF RECORD, PROCEEDINGS AND EVIDENCE TO BE CONTAINED IN RECORD ON APPEAL.

1. All proceedings designated by Henry A. Donnelly, Appellant, except that only one copy of stenographer copy of, ~~executive~~ Evidence and proceedings at trial need be included.
2. Notice of appeal on behalf of Elsie Virginia Donnelly.
3. This designation on behalf of Elsie Virginia Donnelly of portions of record, etc., to be contained in record on appeal.

John S. White
John S. White

C. Orman Manahan
C. Orman Manahan,
Solicitors for Elsie Virginia Donnelly.

I hereby certify that a copy of the aforegoing Designation of Portions of Record was, this 20th day of March, 1951, mailed via first class mail to R. Lewis Bainder, Esq., solicitor for Henry A. Donnelly; Howard C. Bregel and Z. Townsend Parks, Jr., Esquires, Solicitors for the Hanover Banking and Building Association of Baltimore City; to the defendant, Howard J. Ring, Esq.; to the defendant, Howard J. Williams; to C. Ferdinand Sybert, Esquire Solicitor for Napoleon B. Stewart, and to Charles E. Hogg, Esq., Solicitor for John D. Baker, Jr., also one of the defendants.

C. Orman Manahan
C. Orman Manahan, one of the Solicitors for Elsie V. Donnelly.

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Filed 20 Mar., 1951

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LIBER 77 PAGE 313

No. 10
October Term, 1951

Henry A. Donnelly

vs.

Elsie Virginia Donnelly,
presently known as Elsie
Virginia Smithson

Marbury, C.J., Delaplaine, Collins,
Grason, Henderson and Markell, JJ.

Opinion by Grason, J.

To be reported.

Filed: Oct. 31, 1951

Filed 6 Nov., 1951

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Henry Arthur Donnelly and Elsie Virginia Donnelly were married on March 8, 1935, at Martinsburg, West Virginia. The marriage ceremony was conducted in a perfectly legal manner and they were supposedly validly married. Prior thereto Elsie was married to a man by the name of John Blankenship and had a son by him. The Donnellys lived together as man and wife, continuously, for eleven years, when differences arose between them and they separated in 1946.

On December 23, 1935, these parties executed an agreement with the Hanover Banking and Building Association of Baltimore City, a body corporate, whereby they agreed to purchase a tract of land in Anne Arundel County, containing about 27½ acres, with improvements.

Subsequent to the separation Donnelly instituted, in the Circuit Court for Howard County, a divorce proceeding in which he alleged that Elsie had abandoned and deserted him, and prayed for a divorce a vinculo matrimonii. At the trial of this divorce case Donnelly produced Blankenship, the former husband of Mrs. Donnelly, whereupon the chancellor in the divorce proceeding, on the "twenty-sixth day of January, 1949, * * * Adjudged, Ordered and Decreed that the marriage of the said Henry A. Donnelly to the said Elsie B. Donnelly at Martinsburg, West Virginia, on the

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eighth day of March, 1935, be, and the same is hereby, declared null and void".

On May 2, 1949, Henry A. Donnelly filed, in the Circuit Court for Anne Arundel County, in Equity, a bill of complaint against Elsie Virginia Donnelly, wherein he prayed, among other things, that the agreement made on the 23rd day of December, 1935, for the sale by the said Building Association to Henry Arthur Donnelly and Elsie Virginia Donnelly, his wife, "be declared null and void and of no force and effect in law".

An answer was filed, and on the same day the defendant in the original bill filed a cross bill wherein she prayed, among other things, "That a trustee or trustees may be appointed to make sale of the premises hereinbefore mentioned (the property covered by the agreement of sale aforesaid) and to divide the proceeds thereof among the parties entitled, according to their respective interests". An answer was filed to the cross bill by Donnelly, and testimony taken before the chancellor, consisting of only two witnesses, namely Henry A. Donnelly and Elsie Virginia Donnelly, the parties to this case.

On February 3, 1951, the chancellor dismissed the original bill and "* * * further Adjudged, Ordered and Decreed that the defendant and cross-plaintiff, Elsie V. Donnelly, be, and she

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is hereby declared to be entitled to an undivided one-half equitable interest as a tenant in common in the property mentioned and described in these proceedings", and further adjudged that the plaintiff pay the costs of the proceedings. From this decree both parties to the proceedings appealed to this court.

Donnelly contends that as Elsie V. Donnelly was not legally married to him on the 23rd day of December, 1935, when the Building Association agreed to sell to him and Elsie V. Donnelly, "his wife", the property aforesaid, that Elsie V. Donnelly has no interest in the property. Elsie V. Donnelly contends that the chancellor was correct in decreeing that she was entitled to "an undivided one-half equitable interest as tenant in common" in said property, but she says that the chancellor should have gone further and appointed trustees for the sale of said property and for the division of the proceeds thereof between herself and Donnelly.

Much testimony was devoted in establishing the financial condition of the parties both before and after the date of the contract in question, but the view we take of this case renders such testimony immaterial.

Donnelly met Elsie Donnelly in Pittsburgh, Pennsylvania,

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For a number of years before their marriage he went to see her regularly. He undoubtedly wanted to marry her, for they were married. His testimony is that she told him her husband was dead. He knew perfectly well that she thought she was a widow. He said he thought it was unfair to ask her about her past life. It seems passing strange that Donnelly was so uninterested in the past life of the woman he wanted to marry that he did not inquire, or that they did not talk about her past life. When asked several times about what she told him, he reiterated the answer that she told him "that her husband was dead". He testified that he did not know Elsie Donnelly had a son by Blankenship.

On the contrary Mrs. Donnelly testified that before their marriage they frequently discussed her marriage status. She said she told him that she married Blankenship in 1918, and two years thereafter he deserted her; that six months after the desertion she heard from Blankenship, but thereafter she never heard of him, and she supposed he was dead. According to her testimony, Donnelly went with her to see the parents of Blankenship, in Baltimore City, and the mother of Blankenship told her, in Donnelly's presence, that her son was dead and that he had a life insurance policy in which she (the mother) was the beneficiary, and she collected the life insurance. Mrs. Donnelly said that

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she was still concerned about her marriage status, and that Donnelly told her he would take her to a lawyer friend of his who practiced law at Homestead, Pennsylvania; that they went to see this lawyer and, whereas the record does not specifically disclose that the lawyer said that she could marry, the inference is inescapable that he told both Mrs. Donnelly and Donnelly that Mrs. Donnelly could validly marry.

Donnelly says that all this was after their marriage and was brought about by an investigation by the Veterans Administration of whether or not Blankenship was dead. But the chancellor found, and we think he was correct, that the trip to Baltimore to see the parents of Blankenship, and the trip to Pennsylvania to see the lawyer at Homestead, were before they were married, in 1935, at Martinsburg, West Virginia. There can be no doubt, from this record, that Donnelly and Elsie Donnelly thought that Blankenship was dead and that their marriage was perfectly legal.

The facts in this case are entirely different from the facts in the Hutson case, 168 Md. 182. In that case Hutson, a widower, married Florence B. Hutson on May 15, 1933, and caused certain property belonging to him to be transferred to himself and Mrs. Hutson as tenants by the entireties. In February, 1934, Hutson discovered that Mrs. Hutson was legally married to a man by the name of Wagner. On February 7, 1934, Hutson filed a bill

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for annulment of his marriage to Florence Hutson. There was fraud on the part of Mrs. Hutson as to what she told Hutson concerning her marriage status. The decree was granted, annulling the marriage, and was affirmed by this court. In the Hutson case this court quoted from Lang v. Wilmer, 131 Md. 224, as follows:

> "'The intention of the grantor * * * should prevail unless in conflict with some settled rule of law.'"

It is also said in the Hutson case:

> "'The case is also to be distinguished from cases in which people living together as husband and wife, and in good faith believing themselves to have that status, acquire property by their joint labor and enterprise, and take title to the same as tenants by the entireties.'"

It is conceded that the marriage between those parties was a nullity, and properly so. If Mrs. A. makes fradulent statements to Mr. B. concerning her marriage status, and Mr. B., relying thereon, marries her at a time when she has a husband living, who has not been legally divorced from her, her marriage to Mr. B. is a nullity; and if Mr. B. in good faith thinks she is his valid wife, and makes a gift to her of property, whether real or personal, as his wife, and thereafter the supposed marriage is annulled, the gift fails, for it falls with the annulment, provided the aggrieved party applies promptly to the courts for relief. The reason is that the donor intends to give to a woman who is his wife -- there is no intention to give to one who is not his wife.

Hutson v. Hutson, supra.

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In a case where there is no ~~xxxxxxxxxxxxxx~~ fraud involved, and Mrs. A. thinks her husband is dead, and in good faith communicates to Mr. B. all the facts and circumstances which cause her to believe that her husband is dead, and marries B. and lives with him for a number of years as husband and wife, thinking she is legally married to him, and they acquire property as husband and wife, a different rule governs property rights, although the marriage is a nullity.

These people were married on March 8, 1935. The agreement to purchase the property was entered into on December 23, 1935. This case was instituted on May 2, 1949. The parties lived on this property from the time of its purchase, in 1935, until 1946, when the separation occurred. Thus for eleven years they lived together on the property in question. The inquiry conducted by the Veterans Administration as to whether Blankenship was living or dead was long before these parties separated. It may be said in passing, without discussing the question in detail, that each of these parties worked and contributed in making payments to the Building Association under the contract of purchase. Mrs. Donnelly testified that she and her husband talked together concerning the execution of this contract with the Building Association. She said she negotiated with the Building Association

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as well as her husband. The contract is entered into by the Building Association and Henry Arthur Donnelly and Elsie Virginia Donnelly, his wife, and was so executed by them. The marriage was a nullity at that time and it was legally impossible for Mrs. Donnelly to enter into the agreement as a wife of Henry Arthur Donnelly.

What we have here is a case where a man and a woman went through a marriage ceremony, each thinking, in good faith and without a semblance of fraud, that they occupied a status that validly permitted them to marry, but years afterwards, by a decree of court, it was determined that at the time of the marriage the woman had a husband living, and that neither she nor her husband had procured a divorce.

Turning to the contract in this case, under which these parties acquired the property in question, among other things, it states:

> "This Agreement, Made this 23 day of December, in the year one thousand nine hundred and thirty-five, between THE HANOVER BANKING AND BUILDING ASSOCIATION OF BALTIMORE CITY, a body corporate, in the State of Maryland, of the first part, and HENRY ARTHUR DONNELLY and ELSIE VIRGINIA DONNELLY, his wife, of the second part." (Italics supplied)

It is apparent that Elsie Virginia Donnelly is a party to this contract, but not a party to it as Donnelly's "wife", as she could

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not be a party to it as his wife because she was not his wife. Now after all these years, and after the circumstances which we have referred to, the plaintiff in the original bill, and the defendant under the cross bill, contends that Elsie Donnelly, having entered into a marriage which was invalid, has no interest whatsoever in the property concerned, and that the same should be decreed his absolute property, free and clear of any interest whatsoever of Elsie Donnelly.

It will be noted that the words "his wife" used in the contract are unqualified: no words of limitation are employed. If the words "his wife" are dropped from the instrument (as they must be) Donnelly and Elsie Donnelly acquire an interest in common in the property referred to.

In Kolker v. Corn, __Md.__, 67 A.2d 258, property was conveyed to John M. Corn, Samuel G. Corn and Margaret A. Corn, his wife, as joint tenants. John was the father of Samuel. John supplied Samuel with money to purchase the land and build a home to be occupied by himself and minor son and Samuel and his wife. All three contributed towards the cost of building the house. It was contended that the property was to be owned, one-half by the father and one-half by Samuel and his wife. Payments on a mortgage were made equally by the father and Samuel, as were expenses of the house.

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Judge Henderson, speaking for the court, said:

> "In the instant case we find nothing in the instrument, other than the descriptive word 'wife', to indicate an intention that the joint tenancy should exist between the first-named grantee and the other two. Since we have held that the use of the words 'joint tenants' rebuts the presumption arising from the word 'wife', or the fact that the grantees are husband and wife, we find no basis in the language itself for severing the tenancy into two different types. The qualifying words seem clearly applicable to all three parties, and their respective 'survivors or survivor'."

The agreement of December 23, 1935, is between the Building Association and Henry Arthur Donnelly and Elsie Virginia Donnelly, "his wife", of the second part. The Kolker case was governed by the descriptive words which controlled the character of tenancy by which the grantees held the property. In this case the descriptive word "wife" is unqualified, and as Elsie Virginia Donnelly was not the wife of Henry Arthur Donnelly we hold that they took as tenants in common of the land described in the agreement, and that the Kolker case controls the case at bar. We have considered the cases on the brief of the appellant, some of which are from other jurisdictions, but we cannot use them in the case at bar because we must be governed by our own precedents. Under the agreement aforesaid these parties were to pay $3200.00 for the property, in installments of $30.00 a month, from which the taxes and insurance were to be paid, and the balance applied to the purchase price. There has been no breach of this contract

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and there is now due under it about $1800.00. Since the Howard County Court annulled the supposed marriage between these parties, Elsie Donnelly has divorced Blankenship and married one Smithson and appears in this record as Elsie Virginia Donnelly, presently known as Elsie Virginia Smithson.

It was agreed between the Donnellys that the property involved in this case could not be divided in kind without loss or injury to the parties. We therefore are of opinion that the plaintiff in the cross bill was entitled to have a trustee or trustees appointed by the chancellor to sell the property and divide the proceeds between the Donnellys according to their respective rights.

Code 1939, Art. 16, sec. 159
Cook v. Hollyday, 186 Md. 42
Birckner v. Tilch, 179 Md. 314

Decree affirmed in part and reversed in part and case remanded for the passage of a decree in conformity with this opinion. Costs to be paid by Henry Arthur Donnelly.

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MANDATE

Court of Appeals of Maryland

No. 10, OCTOBER TERM, 19 51

Henry A. Donnelly

vs.

Elsie Virginia Donnelly, etc.

(CROSS APPEALS)

Appeal from the Circuit Court for Anne Arundel Co.

Filed: April 25, 1951

Oct. 31, 1951, Decree affirmed in part and reversed in part and case remanded for the passage of a decree in conformity with this opinion. Costs to be paid by Henry Arthur Donnelly.

Opinion filed. Op. Grason, J.

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

Clerk's Cost	$ 10.00		
Brief	$ 175.42		
Appearance Fee . . .	$ 10.00		
. . . . .	$ xxx	$195.42	

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

Brief	$ 74.44		
Appearance Fee . . .	$ 10.00		
. . . . .	$ xxx	84.44	$279.86

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 fifth *day of* November *A. D. 19* 51

Maurice Ogle Clerk
of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

HENRY A DONNELLY	°	IN THE
vs	°	CIRCUIT COURT FOR ANNE
ELSIE VIRGINIA DONNELLY	°	ARUNDEL COUNTY
	°	In Equity # 9684

****

PETITION TO RELEASE RECEIVER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, William J. Beehm, one of the Receivers appointed in the above entitled case respectfully shows:

1. That he was appointed a co-receiver by this Honorable Court and that he has faithfully perform his duties in the premises.

2. That your petitioner prays unto this Honorable Court to be relieved of the duty as co-receiver and that the receiver account is stated as follows:

The Receivers charge themselves with the following:

Rents collected for rental of real estate- $60.00 per month.

September 1, 1949	$60.00
October 18,	60.00
November 22,	60.00
January 5, 1950	60.00
February 6,	60.00
March 7,	60.00
April 11,	60.00
May 2,	60.00
June 16,	60.00
July 7,	60.00
August16,	60.00
September 1	60.00
October 2	60.00
October 31,	60.00
December 1	60.00
January3 1951	60.00
January 29,	60.00
February 28	60.00
April 3,	60.00
May 2,	60.00
June 14	60.00
August 3	60.00
August 7,	60.00
September 10	60.00
October 4,	60.00
November 7,	60.00
Total	$ 1560.00

Filed Nov. 17, 1951

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The Receivers Credit themselves for the following:

Check #1	September 7 1949	Hanover Bldg Ass'n	$30.00
#2	September 19	C Orman Manahan, Agent	10.00 (Bond)
#3	October 3	Bank charges	.56
#3	November 2	Hanover Bldg Ass'n	30.00
	November 3,	Bank Charges	.44
#4	November 28	Hanover Bldg Ass'n	30.00
	December 2	Bank Charges	.52
	January 3	Bank Charges	.44
#5	January 6,1950	Hanover Bldg Ass'n	30.00
	February 2	Bank Charges	.38
#6	February 6	Hanover Bldg. Ass'n	30.00
	March 3	Bank Charges	.44
#7	March 3	Hanover Buildg Ass'n	30.00
	April 6	Bank Charges	.42
#8	April 11	Hanover Building Ass'n	30.00
#9	May2	" " "	30.00
	May 8	Bank Charges	.32
#10	June 16	Hanover Building Ass'n	30.00
#11	July 12	" " "	30.00
#12	August 16	" " "	30.00
#13	October 2	" " "	30.00
#14	October 31	" " "	30.00
#15	November 30	" " "	30.00
#16	January 3 1951	" " "	30.00
#17	" 29	" " "	30.00
Feb 28 #18	(mailed to C O Manahan - never cleared bank-		
#19	April 3	" " "	30.00
#20	May 2	" " "	30.00
# 21	May 21	C Orman Manahan	10.00(Bond)
22	June 15	Hanover Building Ass'n	30.00
23	July 31	" " "	30.00
24	August 7	" " "	30.00
25	September 11	" " "	30.00
		Total $	683.52

Total Charges- $1560.00
Less Credits 683.52
Balance - - $ 876.48

There is a balance of $ 876.48 on deposit with Farmers National Bank- Exhibits filed herewith.

3. That on October 25, 1951, your Petitioner received a letter from Mr. Donnelly's Attorney informing him not to accept any rents from said property or its tenant. Exhibit filed herewith #2

4. That your Petitoner respectfully prays that an order be passed in the premises referring the statement of account to the Court's Auditor for the purpose of stating an account.

Respectfully submitted,

William O. Boehm
Receiver

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ORDER OF COURT

It is ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 19th day of November, 1951, that the aforegoing report of the Case #9684, Equity, Anne Arundel County, by William J. Beehm and C Orman Manahan, Receivers in the above cause, together with the papers therein be and the same are hereby referred to the Auditor of this Court for the purpose of stating an account.

Benjamin Hudson
Judge

Filed Nov. 19, 1951

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OFFICE TELEPHONE
PLAZA 3053

LAW OFFICES
RAYMOND LEWIS BAINDER
423 MUNSEY BLDG.
FAYETTE AND CALVERT STS.
BALTIMORE 2, MD.

RESIDENCE TELEPHONE
LIBERTY 2424

October 25th, 1951.

William J. Boehm, Esq.,
Attorney-at-Law,
Annapolis, Md.

C. Orman Managan, Esq.,
Attorney-at-Law,
Ellicott City, Md.

Re: Donnelly property
McPherson Station
Harmon-Dorsey Road

Gentlemen:

In accordance with the provisions of a certificate relating to eviction issued by the Area Rent Office on October 17th, 1951, I have this date given the tenant, Norman L. Johnson, notice to vacate and move from the above property on or before November 30th, 1951, and you are, therefore, requested not to accept any further rent from this tenant after November 30th, 1951. Mr. Donnelly intends to occupy the above property himself.

Very truly yours,

R. LEWIS BAINDER

RLB/LMK

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In the Case of

Henry A. Donnelly

vs.

Elsie Virginia Donnelly,
etc, et al

In the

Circuit Court

For

Anne Arundel County

No. 9684 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 26 Nov. 1951

November 26, 1951

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

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Dr. Henry A. Donnelly vs. Elsie Virginia Donnelly, etc, et al in ac.

To Receivers for Commissions, viz:	78	30	78	30
To Receivers for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court- Court costs	16	35		
Auditor - stating this account	9	00	45	35
To Receivers for Expenses, viz:				
Capital-Gazette Press - order nisi (acct.)	6	00		
Hartford Accident & Indemnity Co. - bond premiums for years 1949, 1950 and 1951	30	00		
William J. Boehm - fee for legal services rendered (Order of 11/17/51)	100	00		
Farmers National Bank - checking service	3	52	139	52
To Receivers for Mortgage Payments, viz:				
The Hanover Banking & Building Ass'n of Baltimore City - twenty-two monthly payments of $30.00 each	660	00	660	00
Balance in hands of Receivers - $636.83				
Distributed as follows, viz:				
To Henry A. Donnelly - one-half	318	41		
To Elsie V. Donnelly - one-half	318	42	636	83
			1,560	00

with C. Orman Manahan and William J. Boehm, Receivers Cr.

1949						
July	29	Rents collected by Receivers from 9/1/49 to 11/7/51 - twenty-six months at $60.00 per month	1,560	00	1,560	00
					1,560	00

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ORDER NISI

LIBER 77 PAGE 333

Henry A. Donnelly,

VERSUS

Elsie Virginia Donnelly,

etc., et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9684 Equity.

Filed 26 Nov 1951

ORDERED, This 26 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 31 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 31 day of December next.

John H. Hopkins, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

HENRY A. DONNELLY	:	IN THE
vs.	:	
ELSIE VIRGINIA DONNELLY	:	CIRCUIT COURT FOR
———	:	
ELSIE VIRGINIA DONNELLY	:	ANNE ARUNDEL COUNTY
vs.	:	
HENRY A. DONNELLY	:	IN EQUITY No. 9684

Filed 18 Feb, 1952

D E C R E E

The above cause standing ready for hearing and being submitted, the proceedings, exhibits and testimony were by the Court read and considered. by the Circuit Court for Anne Arundel County, in Equity,

It is, thereupon, this 18th day of February, 1952, ADJUDGED, ORDERED and DECREED that the fee simple property located at R. F. D. #9, McPherson Station, Harmon-Dorsey Road, Anne Arundel County, Maryland, and more particularly described in an agreement dated December 23rd, 1935, between the HANOVER BANKING & BUILDING ASSOCIATION OF BALTIMORE CITY, a body corporate, and HENRY ARTHUR DONNELLY and ELSIE VIRGINIA DONNELLY, which agreement was heretofore filed in said proceedings, be sold, and that R. LEWIS BAINDER and C. ORMAN MANAHAN be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifteen thousand dollars ($15,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash; and as soon as may be convenient after any such sale, the said

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

Benjamin Nicholson
Judge.

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LIBER 77 PAGE 336

no 9684 Equity

BOND NO. 2639434

KNOW ALL MEN BY THESE PRESENTS, That we, R. Lewis Bainder, of Baltimore City, and C. Orman Manahan, of Howard County, as principals, and the Hartford Accident and Indemnity Company, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand Dollars ($15,000.00), current money, to be paid to said State of Maryland, or its certain attorney; to which payment, well and truly made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 10th day of March, 1952.

Filed 12 Mar., 1952

WHEREAS the above bounded R. Lewis Bainder and C. Orman Manahan, by virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, dated the 13th day of February, 1952, and passed in a cause therein pending, wherein Henry A. Donnelly was plaintiff and Elsie Virginia Donnelly, and another, were defendants, and Elsie Virginia Donnelly was cross-plaintiff and Henry A. Donnelly, and others, were cross-defendants (the same being No. 9684 Equity in said Court), have been appointed trustees to sell the property in said proceedings mentioned.

NOW, THEREFORE, THE condition of the above obligation is such, that if the above bounded R. Lewis Bainder and C. Orman Manahan do and shall, well and faithfully, perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

R. Lewis Bainder (SEAL)
R. Lewis Bainder

C. Orman Manahan (SEAL)
C. Orman Manahan
Principals.

Signed, Sealed and Delivered in the presence of:

L. Klein
-as to R. Lewis Bainder

Marianne S. Hodges
-as to C. Orman Manahan
MARIANNE S. HODGES

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1358 77 PAGE 237

HARTFORD ACCIDENT AND INDEMNITY
COMPANY, a body corporate,

by Albert E. Trieschman
Attorney-in-Fact, Surety.
Albert E. Trieschman

Signed, Sealed and Delivered in the presence of:

Nellie H. Gibson
as to Surety. (Nellie H. Gibson)

Approved this 12 Mar. 1959
John H. Hopkins, 3rd, Clerk.

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HENRY A. DONNELLY	:	
	:	IN THE
Vs.		
	:	CIRCUIT COURT
ELSIE VIRGINIA DONNELLY	:	
		FOR
- - - -	:	
	:	ANNE ARUNDEL COUNTY
ELSIE VIRGINIA DONNELLY		
	:	IN EQUITY
Vs.	:	
		No. 9684.
HENRY A. DONNELLY	:	

- - - - - - -

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of R. Lewis Bainder and C. Orman Manahan, Trustees, appointed by the decree in the above entitled cause, to make sale of the fee simple property containing 27.51 acres of land, more or less, situate on the Harmon-Dorsey Road, McPherson Station, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully show, that after giving bond with security for the faithful discharge of their t trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a daily newspaper published in Annapolis, Maryland, for more than three successive weeks preceding the day of sale, and other newspapers, said Trustees, R. Lewis Bainder and C. Orman Manahan, did pursuant to said notice, on Wednesday, April 2nd, 1952, at 2:00 o'clock p.m., attend on the premises and then and there sell the above described fee simple property and improvements at and for the sum of Fifteen Thousand Nine Hundred Dollars ($15,900.00), to Albert Kermisch, who assigned his interest in said property to the Land Homes Corporation, a body corporate, said purchaser being the highest bidder for the same, of which sum a deposit of One Thousand Dollars ($1,000.00) was made at time of sale.

Your Trustees further report that the terms of said sale were as follows:

Filed 8 Apr, 1952.

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A deposit of One Thousand Dollars ($1,000.00) was paid at the time of the sale. Balance to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to date to be paid on unpaid purchase money from day of sale to date of settlement, Taxes and all other public charges to be adjusted to day of sale. Documentary stamps, Federal and State, to be borne by the purchaser.

R. Lewis Bainder

C. Orman Manahan

Trustees

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Filed 8 Apr., 1952

R. LEWIS BAINDER, Solicitor,
423 Munsey Building, Baltimore, Md.
C. ORMAN MANAHAN, Solicitor,
Ellicott City, Maryland.

TRUSTEES' SALE OF VERY DESIRABLE
FEE-SIMPLE PROPERTY
(Containing 27.51 Acres of Land, More or Less)
SITUATE ON HARMON-DORSEY ROAD,
McPHERSON STATION
NEAR FRIENDSHIP AIRPORT
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity No. 9684), the undersigned, trustees, will sell at public auction, on the premises on

WEDNESDAY, APRIL 2, 1952 AT 2 P. M.

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Anne Arundel County, Maryland, and described as follows

Beginning for the same at the intersection of the west side of a private road 30 feet wide leading from the McPherson Home place to the County Road and the south side of said county road, said point of beginning being 215 feet westerly from the intersection of the south side of said county road, and the westernmost outline of the right of way of the Washington, Baltimore and Annapolis Electric Railway, and running thence binding on the south side of said county road north 89 degrees 21 minutes west 860.88 feet to the third line of the land described in a deed from Thomas A. Cromwell to George H. McPherson, dated December 10 1894 and recorded among the Land Records of Anne Arundel County in Liber J. C. B. No. 1, folio 129, thence binding reversely on said third line south 5 degrees 31 minutes west 1334.85 feet to the end of second line of said deed, thence binding reversely on said second line south 88 degrees 35 minutes east 842.20 feet to the westernmost right of way, thence binding on said westernmost right of way north 15 degrees 00 minutes east 564.45 feet to the westernmost side of said 30 foot road, thence binding on the west side of said 30 foot road north 0 degrees 01 minutes 10 seconds west 795.17 feet to the place of beginning. Being the portion of the land described in a deed from Thomas A. Cromwell to George H. McPherson, dated December 10th, 1894, and recorded among the Land Records of Anne Arundel County in Liber J. C. B. No. 1, folio 129, lying and situate west of the right of way of the Washington Baltimore and Annapolis Electric Railway and the private road. Containing 27.51 acres of land, more or less. Improved by a TWO-STORY DWELLING WITH OUTBUILDINGS.

Terms of Sale: Cash. A deposit of $1,000 will be required at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. Documentary stamps, Federal and State, to be borne by purchaser.

R. LEWIS BAINDER,
C. ORMAN MANAHAN,
Trustees.

ALEX COOPER, Auctioneer

PLaza 4868 212 North Calvert Street.

m-20

Exhibit.

1st

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

I HEREBY CERTIFY, That on this 5-14 day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel~~ Howard County aforesaid, personally appeared R. LEWIS BAINDER and C. ORMAN MANAHAN, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

MARIANNE S. HODGES NOTARY PUBLIC HOWARD COUNTY, MD.

Marianne S. Hodges
Notary Public

MARIANNE S. HODGES

'80

ORDER NISI

HENRY A. DONNELLY
vs.
ELSIE VIRGINIA DONNELLY, etc., et al

~~XXXXXXXX~~

ELSIE VIRGINIA DONNELLY
vs.
HENRY A. DONNELLY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9684 Equity

Filed 8 Apr., 1952

Ordered, this 8 day of April, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by R. Lewis Bainder and C. Orman Manahan, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12 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 12 day of May next.

The report states that the amount of sales to be $ 15,900.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HENRY A. DONNELLY
vs.
ELSIE VIRGINIA DONNELLY, etc., et al

~~XXXXXX~~

ELSIE VIRGINIA DONNELLY
vs.
HENRY A. DONNELLY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 13 May, 1952

ORDERED BY THE COURT, This 13th day of May, 1952, that the sale made and reported by the Trustee aforesaid, be and the same is finally 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 they shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

LIBER 77 PAGE 343

Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT

No 9684 Equity

BOND NO. 2686725

KNOW ALL MEN BY THESE PRESENTS, That we, R. Lewis Bainder, of Baltimore City, and C. Orman Manahan, of Howard County, as principals, and the Hartford Accident and Indemnity Company, a body corporate, Hartford, Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00), current money, to be paid to said State of Maryland, or its certain attorney; to which payment, well and truly made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 14th day of April, in the year nineteen hundred and fifty two.

Filed 25 Apr. 1952

WHEREAS the above bounded R. Lewis Bainder and C. Orman Manahan, by virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, dated the 13th day of February, 1952, and passed in a cause therein pending, wherein Henry A. Donnelly was plaintiff and Elsie Virginia Donnelly, and another, were defendants, and Elsie Virginia Donnelly was cross-plaintiff and Henry A. Donnelly, and others, were cross-defendants (the same being No. 9684 Equity in said Court), have been appointed trustees to sell the property in said proceedings mentioned, and

WHEREAS an additional bond is now required.

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounded R. Lewis Bainder and C. Orman Manahan do and shall, well and faithfully, perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

R. Lewis Bainder (Seal)
R. Lewis Bainder

C. Orman Manahan (Seal)
C. Orman Manahan

Signed, Sealed and Delivered in the presence of:

Nellie F. Collison
Nellie F. Collison, Atty.-in-Fact

Marianne S. Hopkins
as to C. Orman Manahan

X Lena Klein
as to R. Lewis Bainder

HARTFORD ACCIDENT AND INDEMNITY COMPANY

BY Albert E. Trieschman
Albert E. Trieschman, Attorney-in-Fact

approved this 25 Apr. 1952.
John H. Hopkins, 3rd, Clerk.

Form S-3231 Printed in U. S. A.

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LIBER 77 PAGE 344

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. 9684 Equity

HENRY A. DONNELLY
vs.
ELSIE VIRGINIA DONNELLY, etc., et al

ELSIE VIRGINIA DONNELLY
vs.
HENRY A. DONNELLY

Ordered, this 8 day of April, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by R. Lewis Bainder and C. Orman Manahan, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12 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 12 day of May next.

The report states that the amount of sales to be $15,900.00.

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

Filed 13 May, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13, 1952

We hereby certify, that the annexed Order Nisi Equity 9684 Henry A. Donnelly

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 12th day of May, 1952. The first insertion being made the 10th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. E. C. 183

In the Case of

Henry A. Donnelly

vs.

Elsie Virginia Donnelly,
also known as
Elsie Virginia Blankenship
also known as
Elsie Virginia Stevens,
et al

In the

Circuit Court

For

Anne Arundel County

No. 9684 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 16 July, 1952.

July 12, 1952

All of which is respectfully submitted.

Laura R. Jicklang
Auditor.

Dr. Henry A. Donnelly vs. Elsie Virginia Donnelly, etc, et al in ac.

To Trustees for Commissions, viz:	511	17	511	17
To Trustees for Court costs, viz:				
Appearance fees allowed in Receivership Account				
Clerk of Court - Court costs	84	15		
Clerk of Court - additional costs	18	25		
Jos. C. Deegan - Sheriff's costs	4	60		
Jos. W. Alton - Sheriff's costs	1	45		
T. W. Martin - Sheriff's costs		95		
Auditor - stating this account and furnishing two copies thereof	54	00		
			163	40
To Trustees for Expenses, viz:				
Capital-Gazette Press -advertising sale	47	54		
Capital-Gazette Press - reprints	1	53		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Daily Record - advertising sale	103	36		
Hartford Accident & Indemnity Co. - bond premiums	70	00		
Alex Cooper - auctioneer's commissions	239	00		
Alex Cooper - advertising sale in "The Sun", cards, signs, etc	64	70		
Miscellaneous expenses of Trustees	28	00		
Howard C. Bregel - fee for legal services rendered (Order 6/23/52)	100	00		
			668	13
To Trustees for Balance due on Contract of Purchase, viz:				
Hanover Building Ass'n, Inc. -balance due on purchase price on 12/1/51	1,371	62		
Interest to 5/28/52	50	80		
1952 taxes	94	70		
Insurance premium paid 1/30/52	32	85		
Release fee	10	30	1,560	27
To Trustees for Refunds to Purchaser, viz:				
Rent for April and May, 1952, paid to C. O. Manahan and W. J. Boehm, Receivers	120	00	120	00
Balance for Distribution - $12,103.87				
Distributed as follows, viz:				
To Elsie V. Donnelly - one-half	6,551	93	6,551	93
To Henry A. Donnelly - one-half-$6,551.94				

LESS:

To Clerk of Court of Appeals - costs in #10 October Term, 1951, viz:			
Clerk's costs	$ 10.00		
Appellant's brief	175.42		
Appearance fee	10.00		
Appellee's brief	74.44		
Appearance fee	10.00	279 86	
To Howard J. Ring - in full for judgment claim filed, viz:			
Debt	$100.00		
Interest from 3/11/49 to 8/11/52	20.50		
Court costs	1.50	122 00	
To John D. Baker, Jr. - in full for judgment claim filed, viz:			
Debt	$388.15		
Interest from 3/9/50 to 8/9/52	56.28		
Court costs	16.70		
Attorney's fee	58.22	519 35	
To Jack Plotkin - open account filed		161 95	
To Elsie V. Donnelly - counsel fee allowed by Decree of Circuit Court for Howard County in #4374 Equity - Henry A. Donnelly, plaintiff and cross-defendant, vs. Elsie V. Donnelly, defendant and cross-plaintiff		100 00	
To Henry A. Donnelly - this balance		5,368 78	6,551 94
			16,126 84

with R. Lewis Bainder and C. Orman Manahan, Trustees Cr.

1952						
Apr.	2	Proceeds of Sale	15,900	00		
		Interest on deferred payment	139	06	16,039	06
		Refund 1952 State and County Taxes ($94.70 - adjusted)	71	03		
		Refund 1952 fire insurance premium	16	75	87	78

LGER 77 349

ORDER NISI

Henry A. Donnelly

VERSUS

Elsie Virginia Donnelly, etc., et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9684 Equity.

ORDERED, This 16 day of July, 19 52, 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 19 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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

Benjamin Michaelson
Judge.

Filed 20 Aug., 1952. Filed 16 July, 1952.

LIBER 77 PAGE 350 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 14th, 1952

We hereby certify, that the annexed

Order Nisi - Eq. No. 9684

Henry A. and Elsie Virginia Donnelly

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of august, 1952. The first insertion being made the 19th day of July, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 5555

185

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9684 Equity
HENRY A. DONNELLY
versus
ELSIE VIRGINIA DONNELLY,
etc., et al

Ordered, this 16 day of July, 1952. 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 19 DAY OF AUGUST NEXT; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of August next.

JOHN H. HOPKINS, 3rd.
Clerk.

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

A-2

Filed 16 Aug., 1952.

LIBER 77 PAGE 351

HENRY A. DONNELLY, complainant,	:	IN THE CIRCUIT COURT
Vs.	:	FOR
ELSIE VIRGINIA DONNELLY, respondent.	:	ANNE ARUNDEL COUNTY, IN EQUITY No. 9684.

- - - - - - -

PETITION TO REFER MATTER TO AUDITOR FOR STATEMENT OF ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William J. Boehm and C. Orman Manahan, receivers in the above entitled case, respectfully represents unto your Honors:

1. That heretofore your petitioners were appointed receivers in the above entitled matter by this Honorable Court, and have duly qualified as such by filing their approved bond.

2. That heretofore an Auditor's Report and Account has been stated in this Honorable Court.

3. That since the statement of the aforesaid Auditor's Report and Account, your petitioners have received the following funds:

Rent received from Norman Johnson, tenant, for period from December 1st, 1951, through April 30th, 1952,.....$300.00

4. That your petitioners have made no further expenditures out of said sum of Three Hundred Dollars ($300.00), received by them subsequent to the aforementioned Auditor's Report and Account, and that the funds audited to Henry A. Donnelly and Elsie Virginia Donnelly have not as yet been distributed to them.

5. That the real estate mentioned in these proceedings, situate and lying at McPherson Station, in Anne Arundel County, from which your petitioners have been collecting the rents arising therefrom, has been sold by the trustees appointed for that purpose, and said sale has been duly ratified and confirmed by this Honorable Court and the purchase money fully paid.

Filed 18 Sept. 1958

6. That there is no further income or rents to be collected or received by your petitioners.

WHEREFORE your petitioners pray that this Honorable Court pass an order referring the above entitled matter to the Auditor thereof, for the purpose of stating a final Report and Account.

AND, AS IN DUTY BOUND, ETC.

William J. Boehm
William J. Boehm

C. Orman Manahan
Receivers, Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That on this 18th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Anne Arundel County aforesaid, personally appeared William J. Boehm and made oath in due form of law that the matters and things set forth in the aforegoing petition are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Mildred F. Bean
Notary Public.

STATE OF MARYLAND, HOWARD COUNTY, Sct:

I HEREBY CERTIFY, That on this 18th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared C. Orman Manahan, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Marianne S. Hodges
Notary Public

Filed 19 Sept. 1952

Upon the aforegoing petition and affidavits, IT IS ORDERED, This 19th day of September, in the year nineteen hundred and fifty two, by the Circuit Court for Anne Arundel County, in Equity, that the above entitled case be, and it is hereby referred to the Auditor of this Court for the purpose of stating a final Report and Account.

Benjamin Richardson
Judge.

In the Case of

Henry A. Donnelly

vs.

Elsie Virginia Donnelly,
etc., et al

In the

Circuit Court

For

Anne Arundel County

No. 9684 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, the same being a second and final account of the receivership proceedings.

Filed 9 Oct. 1952.

September 25, 1952

All of which is respectfully submitted.

Laura R. Fehling
Auditor.

187

Dr. Henry A. Donnelly vs. Elsie Virginia Donnelly, etc, et al in ac.

To Receivers for Commissions, viz:		15 00	15 00
To Receivers for Court costs, viz:			
Clerk of Court - additional costs		4 50	
Auditor - stating this account		9 00	13 50
To Receivers for Expenses, viz:			
Capital-Gazette Press - order nisi (acct)		6 00	
Hartford Accident & Indemnity Co. - bond			
Premium due 8/2/52		10 00	16 00
Balance for distribution	$255.50		
Distributed as follows, viz:			
To Henry A. Donnelly - one-half		127 75	
To Elsie V. Donnelly - one-half		127 75	255 50
			300 00

with C. Orman Manahan and William J. Boehm, Receivers Cr.

1952				
Sept.	18	Rents collected by Receivers from 12/1/51 through 4/30/52 - five months at $60.00 per month	300 00	300 00
				300 00

LIBER 77 PAGE 357

ORDER NISI

Henry A. Donnelly

VERSUS

Elsie Virginia Donnelly,

etc, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9684 Equity.

ORDERED, This 9 day of October, 1952, That the Second and Final (Receivership) 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 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 12 day of November next.

John H. Hopkins, 3rd Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of April, 1953, 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~~ Receiver apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 10 Apr., 1953. Filed 9 Oct. 1952

FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6th, 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number 9684

Henry A. Donnelly

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 November, 1952 The first insertion being made the 10th day of October, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 1428

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,684 Equity
HENRY A. DONNELLY
Vs.
ELSIE VIRGINIA DONNELLY, etc., et al.

Ordered, this 9th day of October, 1952, That the Report and Second and Final Account of the Auditor (Receivership) 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 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 12th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-24

Filed 9 Apr. 1953

PEARL WAGNER, widow Crownsville, Maryland	*	NO. 10,364 EQUITY
vs.	*	IN THE
DORIS EMMONS and WOODROW EMMONS, her husband French Lick, Indiana	*	CIRCUIT COURT FOR
RETHA JEAN WAGNER, Infant CHARLES ARTHUR WAGNER, Infant MARGARET GAIL WAGNER, Infant	*	ANNE ARUNDEL COUNTY
RAYMOND E. DRAPER and ESTHER N. DRAPER, his wife Crownsville, Maryland	*	

* * *

BILL OF COMPLAINT

Filed Nov. 16, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Pearl Wagner, widow, complaining, shows unto your Honors:

1. That Arthur R. Wagner, late of Anne Arundel County, Maryland, died on February 16, 1951, intestate, seized and possessed of certain real estate situate in the Second Election District of Anne Arundel County, Maryland, consisting of 29.18 acres, more or less, with improvements, said property having been conveyed to him by George E. Rullman, Trustee, by deed dated December 22, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 448 folio 511. The original deed is filed herewith, marked "Complainant's Exhibit A", and is prayed to be taken as a part hereof.

2. That upon the death of the said Arthur R. Wagner the title to said property became vested in his widow and children, to wit: Pearl Wagner, widow of the said Arthur R. Wagner, Doris Emmons, a daughter, whose husband is Woodrow Emmons, Retha Jean Wagner, a daughter, now about twelve years of age, Charles Arthur Wagner, a son, now about eight years of age, and Margaret Gail Wagner, a daughter, now about three years of age.

3. That the said real estate cannot be divided in kind

between the parties in interest without loss or injury to their interest and a sale therefore, is necessary and to the best interest and advantage of all of said parties.

4. That all of the heirs of the said Arthur R. Wagner being the parties plaintiff and defendants herein, have agreed to convey to the defendants, Raymond E. Draper and Esther N. Draper, his wife, the property heretofore described, for the sum of Twenty-six hundred ($2600.00) dollars, which your Oratrix is advised and does aver is a fair and reasonable price and that it would be for the best interest and advantage of the said infant defendants and the other parties holding any interest in the said property, that said contract be ratified and confirmed. The Plaintiff files herewith the original contract marked "Complainant's Exhibit B" and is prayed to be taken as a part hereof.

5. That no notice has been given to the creditors of the said Arthur R. Wagner.

6. That all of the parties to the case, except the defendants, Doris Emmons and Woodrow Emmons, her husband, are residents of the State of Maryland.

To The End Therefore,

1. That a decree may be passed for the sale of the real estate contracted to be sold.

2. That the Contract of Sale be ratified and confirmed by this Court and a Trustee be appointed for the purpose of consumating the same and transferring the estate of the said infants, Retha Jean Wagner, Charles Arthur Wagner and Margaret Gail Wagner, and of the other parties in interest, to the Vendees, Raymond E. Draper and Esther N. Draper, his wife.

3. That notice be given to the creditors of Arthur R. Wagner.

4. That your Oratrix may have such other and further relief as her case may require.

May it please your Honora to grant unto the Plaintiff

the Writ of Subpoena, directed to Doris Emmons and Woodrow Emmons, her husband, of French Lick, Indiana, Retha Jean Wagner, infant, Charles Arthur Wagner, infant, Margaret Gail Wagner, infant, Raymond E. Draper and Esther N. Draper, his wife, of Crownsville, Anne Arundel County, Maryland, commanding and directing them and each of them, on some certain day to be named therein to appear in this Court to answer the premises and abide by and pefform such decree as may be passed therein.

And as in duty bound, etc.

Pearl Wagner
Complainant

Mason T. Andrews
Solicitor for Complainant

No stamps required

Re-filed 30 Jan., 1952

THIS DEED, made this 22nd day of December, in the year Nineteen Hundred and forty-seven (1947), by and between George E. Rullman, Trustee, party of the first part, hereinafter called "GRANTOR"; and Arthur R. Wagner, party of the second part, hereinafter called "GRANTEE", all of Anne Arundel County, Maryland.

WHEREAS, Arthur R. Wagner and Pearl Wagner, his wife, by deed of even date herewith, conveyed the hereinafter described property to the said George E. Rullman, Trustee, in special trust and confidence that he immediately re-convey the same to the said Arthur R. Wagner, and in execution of the trust reposed in him by said deed, and in order to effectuate the intention of all parties hereto, this deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH:- That for and in consideration of the premises, and of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said George E. Rullman, Trustee, does hereby grant and convey unto the said Arthur R. Wagner, his heirs and assigns, in fee simple,

All that tract of land lying, being and situate in the Second (erroneously called the Fourth) Election District of Anne Arundel County, Maryland, on the public road leading from Millersville to St. Stephen's Church, and described as follows:

BEGINNING for the same at a stone near a double chestnut tree at the end of the fifth line of the conveyance from Munroe, Trustee, to Wilhelmena M. Easby-Smith, dated June 6, 1891, and recorded in Liber S.H. No. 39, folio 60, and running thence the reverse of said fifth line South 45 degrees East for the distance of 958 feet to the center of a private road-way running through the lands of the said Wilhelmena M. Easby-Smith in a southwesterly direction from said County road; thence following the center line of said road-way the following fourteen courses:- North 27-1/2 degrees East 63 feet; North 12 degrees East 266 feet; North 46

Examiners' Exhibit 1

4

"Complainants Exhibit A"

2

degrees East 86 feet; North 37 degrees East 297 feet; North 21-1/2 degrees East 131 feet; North 51 degrees East 153 feet; North 21-1/2 degrees East 151 feet; North 8-1/2 degrees East 108 feet; North 18 degrees East 106 feet; North 41 degrees East 204 feet; North 25 degrees East 196 feet; North 50 degrees East 68 feet; North 78-3/4 degrees East 78 feet; South 88 degrees East 195-1/2 feet to the center of the above mentioned County road; thence with the center of said County road North 19-1/2 degrees West 285 feet; North 15-1/2 degrees West 207 feet; North 25 degrees West 111 feet to intersect the sixth line of the whole 147-3/4 acre tract of land; thence with the said sixth line the reverse thereof South 49 degrees West 2150 feet, more or less, to the place of beginning. Containing 29.18 acres, more or less, according to a plat and survey thereof made by E. Lacy Chinn, Surveyor, and dated April 19, 1905.

Being the same property which was conveyed to George E. Rullman, Trustee, by Arthur R. Wagner and Pearl Wagner, his wife, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Arthur R. Wagner, his heirs and assigns, in fee simple.

WITNESS thehand and seal of the said GRANTOR.

TEST:

Ruby W. Chaney
Ruby W. Chaney

George E. Rullman (SEAL)
George E. Rullman TRUSTEE

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

I hereby certify that on this 22nd day of December, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Trustee, and acknowledged the foregoing deed to be his act.

Witness my hand and Notarial Seal,

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Ruby W. Chaney

Ruby W. Chaney, Notary Public

Recorded December 22nd, 1947 at 3 P.M.

6

THIS AGREEMENT, Made this 9th day of October in the year Nineteen hundred and fifty-one, by and between DORIS EMMONS and WOODROW EMMONS, her husband of French Lick, Indiana, parties of the first part and PEARL WAGNER for herself and for her minor children, namely, Retha Jean Wagner, Charles Arthur Wagner, and Margaret Gail Wagner, party of the second part, and RAYMOND E. DRAPER and ESTHER N. DRAPER, 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 third part, and the latter doth hereby purchase from the former, the followinf described property situate, lying and being in the Second Election District of Anne Arundel County, Maryland, containing 29.18 acres, more or less, being the same property which was conveyed by George E. Rullman, Trustee, to Arthur R. Wagner, by deed dated December 22, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 448 folio 511.

At and for the price of Twenty six hundred dollars of which Two hundred dollars have been paid prior to the signing hereof and the balance to be paid in cash upon execution and delivery of deed. This sale is made subject to the ratification by the Circuit Court for Anne Arundel County.

And upon payment as above set forth of the unpaid purchase money, a deed for the property shall be executed at the Vendeeds expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendees. If the title is not good and merchantable deposit is to be refunded and there shall be no liability on the part of the Vendors for any costs, expenses, etc.,

Taxes to be adjusted to the date of transfer, cost of documentary stamps to be brone equally.

Witness the hands and seals of the parties of the first, second and third parts.

Witness as to D. Emmons,
Harry Hendrix

Doris Emmons (SEAL)
Doris Emmons

Re-filed 30 Jan, 1952

"Complainants Exhibit B"

Examiner's Exhibit 2.

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Witness: as to W.Emmons

Harry Hendrix

Witness as to Pearl Wagner

Mary I Anderson

Witness as to R.E.D. & E.N.D.

Mary I Anderson

Woodrow Emmons (SEAL)
Woodrow Emmons

Pearl Wagner (SEAL)
Pearl Wagner for herself and for Retha Jean Wagner, Charles Arthur Wagner and Margaret Gail Wagner

Raymond E. Draper (SEAL)
Raymond E. Draper

Esther N. Draper (SEAL)
Esther N. Draper

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LIBER 77 PAGE 367

PEARL WAGNER, widow	*	NO. 10,364 EQUITY
vs.	*	IN THE
DORIS EMMONS and WOODROW EMMONS, her husband	*	CIRCUIT COURT
	*	FOR
RETHA JEAN WAGNER, Infant CAHRLES ARTHUR WAGNER, Infant MARGARET GAIL WAGNER, Infant	*	ANNE ARUNDEL COUNTY
	*	
RAYMOND E. DRAPER and ESTHER N. DRAPER, hiswife	*	

* * *

ANSWER OF DORIS EMMONS and
WOODROW EMMONS, her husband

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Doris Emmons and Woodrow Emmons, her husband, to the Bill of Complaint of Pearl Wagner, widow, against them in this cause exhibited, respectfully shows:

That they admit all of the allegations and averments of the said Bill of Complaint and consent to the granting of the prayers of said Bill, hereby waiving notice of taking testimony or any other notice.

Filed Nov. 16 1951

Doris Emmons
Doris Emmons

Woodrow Emmons
Woodrow Emmons

STATE OF INDIANA, COUNTY OF ~~ORANGE~~ MARTIN, TO WIT:

I hereby certify that on this 14th day of November, in the year Nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Indiana, in and for the County aforesaid, personally appeared Doris Emmons and Woodrow Emmons, her husband, and each made oath in due form of law that the matters and things in the aforegoing Answer are true as therein set forth.

As Witness my hand and seal Notarial.

NOTARY PUBLIC SEAL INDIANA

Robert E. Falls
Robert E. Falls Notary Public

My commission expires 23 January 1954

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PEARL WAGNER, widow	*	NO. 10,364 EQUITY.
	*	
vs.	*	IN THE
	*	CIRCUIT COURT
DORIS EMMONS and WOODROW EMMONS, her husband	*	FOR
	*	
RETHA JEAN WAGNER, Infant CHARLES ARTHUR WAGNER, Infant MARGARET GAIL WAGNER, Infant	*	ANNE ARUNDEL COUNTY
	*	
RAYMOND E. DRAPER and ESTHER N. DRAPER, his wife	*	

* * *

ANSWER OF RAYMOND E. DRAPER
and ESTHER N. DRAPER, his wife

Filed Nov. 16 - 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Raymond E. Draper and Esther N. Draper, his wife, to the Bill of Complaint of Pearl Wagner, widow, against them in this cause exhibited, respectfully shows:

That they admit all of the allegations and averments of the said Bill of Complaint and consent to the granting of the prayers of said Bill, hereby waiving notice of taking testimony or any other notice.

Raymond E. Draper
Raymond E. Draper

Esther N. Draper
Esther N. Draper

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of November, 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 Raymond E. Draper and Esther N. Draper, his wife, and each made oath in due form of law that the matters and things in the aforegoing Answer are true as therein set forth.

As Witness my hand and seal Notarial.

Geneva H. Anderson
Geneva H. Anderson Notary Public

11/16

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PEARL WAGNER, widow Crownsville, Maryland	:	NO. 10, 364 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
DORRIS EMMONS and WOODROW EMMONS, her husband, RETHA JEAN WAGNER, Infant CHARLES ARTHUR WAGNER, Infant MARGARET GAIL WAGNER, Infant RAYMOND E. DRAPER and ESTHER N. DRAPER, his wife	: : : : : : :	FOR ANNE ARUNDEL COUNTY

: : : :

PETITION FOR THE APPOINTMENT
OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainants in the above entitled case respectfully shows:

That Retha Jean Wagner, infant, Charles Arthur Wagner, infant, and Margaret Gail Wagner, infant, 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.

Warren T. Anderson
Solicitor for Petitioner

Filed 4 Dec., 1951

ORDER OF COURT

Ordered this 4th day of December, 1951, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that Myrtle Sturm, be and she is hereby appointed Guardian Ad Litem to appear and answer for Retha Jean Wagner, Charles Arthur Wagner, and Margaret Gail Wagner, infant defendants in the above cause.

Benjamin Michaelson
Judge

Filed 4 Dec., 1951

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PEARL WAGNER, widow Crownsville, Maryland vs. DORIS EMMONS and WOODROW EMMONS, her husband, RETHA JEAN WAGNER, Infant CHARLES ARTHUR WAGNER, Infant MARGARET GAIL WAGNER, Infant RAYMOND E. DRAPER and ESTHER N. DRAPER, his wife	*	NO. 10,364 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * *

ANSWER OF GUARDIAN AD LITEM

The joint and several Answers of Retha Jean Wagner, Charles Arthur Wagner and Margaret Gail Wagner, Infants, by Myrtle Sturm, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Pearl Wagner, widow, against them in this cause exhibited respectfully show:

These Defendants being infants, cannot admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of the Court.

Myrtle Sturm
Guardian Ad Litem

Filed 10 Dec., 1951

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PEARL WAGNER, widow,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
DORIS EMMONS, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,364 Equity
	:	

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

TESTIMONY ON BEHALF OF

THE PLAINTIFF

December 12, 1951

Present:

Mr. Marvin I. Anderson, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Esther N. Draper, page 2.

Pearl Wagner, pages 3 and 4.

Herman B. Stevens, Sr., page 5.

Frank A. Riden, pages 6 and 7.

Filed 30 Jan. 1952

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Esther N. Draper, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. What is your name?

A. Esther M. Draper.

2. Where do you live?

A. Crownsville, Anne Arundel County, Maryland.

3. You are the wife of Raymond E. Draper?

A. I am.

4. You and your husband have agreed to purchase the property owned by the late Arthur R. Wagner?

A. Yes.

5. Where is it located in reference to your property?

A. It is on the same side of the road a short way down the road from my home near St. Stephens Church on the St. Stephens Church Road in the Second Election District of Anne Arundel County.

6. You and your husband have agreed to pay $2600.00 for the property?

A. That's right.

7. In your opinion, is that a fair and reasonable price for the property?

A. In my opinion, it is.

8. Who are the heirs of Arthur R. Wagner, as far as you know?

A. His widow and four children.

9. You and your husband are ready, willing and able to take the property and pay for it?

A. Yes, we are.

(Mr. Strahorn)

To the General Question under the Rule, the witness answers "No".

Esther N. Draper

Esther N. Draper

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Pearl Wagner, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. What is your name and address?

A. Pearl Wagner, Crownsville, Maryland.

2. You are the widow of Arthur R. Wagner?

A. Yes.

3. When did he die?

A. February 16, 1951.

4. Did he leave a Will?

A. Not that I know of.

5. Did he own any real estate at the time of his death?

A. He owned 29.18 acres of land on the St. Stephens Road in the Second Election District of Anne Arundel County improved by a five room frame dwelling.

(Mr. Anderson: I OFFER IN EVIDENCE DEED DATED DECEMBER 22, 1947 FROM GEO. E. RULLMAN, TRUSTEE, TO ARTHUR R. WAGNER, DULY RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. 448, FOLIO 511, filed in this case as Complainant's Exhibit "A", AS EXAMINER'S EXHIBIT 1--MARKED EXAMINER'S EXHIBIT 1)

6. You are his widow?

A. Yes.

7. When and where were you married?

A. I was married in Williamsburg, Kentucky in 1939.

8. How many children did your husband leave?

A. Four.

9. What are their names and ages?

A. Doris Emmons, about 26, who is married to Woodrow Emmons, Retha Jean Wagner, age 13; she will be 14 in March 1952; Charles Arthur Wagner, age 8; he will be 9 next August 1952 and Margaret Gail Wagner, age 3; she will be 4 next October 1952.

10. In your opinion can the property be divided among all of you equally?

A. No, that would be impossible.

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11. The parties you have named are all of the heirs of Arthur R. Wagner?

A. Yes.

12. There are no others living or dead?

A. No.

13. You have agreed to sell the property to Mr. Raymond E. Draper and wife for $2600.00?

A. Yes. (AGREEMENT FILED AS COMPLAINANTS' EXHIBIT "B" MARKED EXAMINER'S EX.2)

14. Is that a fair and reasonable price for the property?

A. I imagine it is; I agreed to take it.

15. In your opinion would that be to the best interest of you and the infant children to sell the property and divide the money?

A. Yes.

16. Were letters of administration ever taken out on the estate of Arthur R. Wagner?

A. No sir.

17. Are there any creditors so far as you know?

A. No.

18. Everybody interested in this property resides in the State of Maryland, except Doris Emmons and her husband?

A. Yes.

19. Are you asking the Court to sell the property and divide the money between you and the children, is that correct?

A. Yes, so I can move away and get a job.

(Mr. Strahorn)

To the General Question under the Rule, the witness answers "No".

Pearl Wagner
Pearl Wagner

Witness:

Edwin P. Jones
Russell C. Simmons

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Herman B. Stevens, Sr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name and address.

A. Herman B. Stevens, Sr., Crownsville, Maryland.

2. Are you familiar with the property owned by Arthur R. Wagner, who died February 16, 1951, located on the St. Stephens Church Road?

A. Yes.

3. What does the property consist of?

A. A five room house; it has an old barn, garage and chicken house in bad shape.

4. How long have you known the property?

A. All my life.

5. Where have you lived most of your life in reference to this property?

A. Within a half a mile of it.

6. Are you familiar with values of real estate in that immediate vicinity?

A. Yes.

7. In your opinion what is that property worth?

A. $2600.00 is a fair price for it.

8. Is the property in good condition?

A. I wouldn't say it was.

9. In your opinion, would it be to the best interest and advantage to the widow and children to sell the property and divide the money?

A. I do.

10. Can it be divided between the widow and the four children without loss or injury?

A. I don't see how it could be.

11. What is your opinion is the best thing to do with the property?

A. To sell it and divide the money.

(Mr. Strahorn)

To the General Question under the Rule the witness answers "No".

Herman B. Stevens Sr.
Herman B. Stevens, Sr.

Frank A. Riden, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name and address.

A. Frank A. Riden, Odenton, Anne Arundel County, Maryland.

2. Are you familiar with the property owned by the late Arthur R. Wagner, who died on or about February 16, 1951?

A. Yes I am.

3. What does it consist of?

A. It is about 29 acres; I worked the property at one time.

4. What kind of buildings are on it?

A. A small barn and chicken house in very bad condition and the house is very small, frame construction.

5. What is the condition of the house?

A. It is in fair condition.

6. You are familiar with the value of real estate in that vicinity, are you?

A. Yes.

7. You have bought and sold property around there and have appraised property for building and loas associations and banks and own property nearby?

A. Yes.

8. What in your opinion would be the fair market value of the Wagner property?

A. About 10 acres there are worth $150.00 an acre and the balance wouldn't bring over $50.00 an acre. I would say $2600.00 would be a fair price for the total acres.

9. The price you gave with the acreage included the buildings?

A. Yes.

10. You think $2600.00 is fair and reasonable?

A. I think so.

11. In your opinion, would the sale of the property at that price be advantageous to the children as well as the widow?

A. Yes.

12. Could the property be divided between the widow and four children in kind without loss or injury?

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A. Not to any advantage.

13. What in your opinion is the best thing to do with the property?

A. The best thing to do would be to sell it and divide the money.

14. How long have you been appraising property?

A. About twenty years.

Frank A. Riden

Frank A. Riden

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

Witness my hand and seal this 30 day of ~~December~~ January 1952

Jno. S. Graham (SEAL)
Examiner

J.S.S. $10.00
K.H.McC. $7.00

PEARL WAGNER, widow Crownsville, Maryland	:	NO. 10,364 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
DORIS EMMONS and WOODROW EMMONS, her husband, RETHA JEAN WAGNER, Infant CHARLES ARTHUR WAGNER, Infant MARGARET GAIL WAGNER, Infant RAYMOND E. DRAPER and ESTHER N. DRAPER, his wife	:	ANNE ARUNDEL COUNTY
	:	
	:	
	:	
	:::	:::

Filed 27 Feb., 1952.

DECREE

This cause standing ready for hearing and having been submitted on Bill, Answer, and Testimony and all the proceedings having been read and considered, and it appearing to the Court that the Petition or Bill filed herein is that of Pearl Wagner, widow against Doris Emmons, et al, and that the infant defendants have been duly summoned and have appeared in these proceedings and answered by their Guardian Ad Litem duly appointed by the Court; and it further appearing to the Court by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who state in their depositions the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of said infant defendants that a decree for the sale of the land and property described in these proceedings and set forth in the Bill of Complaint should be passed; and it further appearing to the Court for the benefit and advantage of the infant defendants herein that the property aforesaid be sold for the price and on the terms and conditions set out in the Agreement of Sale and Purchase between Doris Emmons, et al, and Raymond E. Draper and Esther N. Draper, his wife, filed with the Bill in this case and marked "Complainant's Exhibit B", and that the said property would not be susceptible of division in kind now

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or hereafter among those in title.

NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED this 27th day of February, 1952, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and described in these proceedings, and described in said Agreement of Sale and Purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is hereby further ADJUDGED, ORDERED AND DECREED, that the aforesaid Agreement of Sale and Purchase for the sum of $2600.00, dated October 9th, 1951, made by and between Doris Emmons, et al, and Raymond E. Draper and Esther N. Draper, his wife, be and the same is hereby ratified, confirmed and approved unless cause to the contrary be shown on or before the 1st day of April, next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 28th day of March, next; and that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchasers, Raymond E. Draper and Esther N. Draper, his wife, and the said Marvin I. Anderson, upon payment of the whole purchase money mentioned in said Agreement, but not before, as Trustee aforesaid, shall, by a good and sufficient deed, to be executed and acknowledged by him, as said Trustee, convey to the said Raymond E. Draper and Esther N. Draper, his wife, as tenants by the entireties, their heirs and assigns, the aforesaid property and land, free, clear and discharged from all claims of the parties hereto, both plaintiff and defendants, and those claiming by, through, from or under them or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting therefrom the Court cost of these proceedings and such attorneys

fee and commissions as may be allowed the Trustee by this Court in consideration of the performance of his duties as such Trustee; and the said Marvin I. Anderson, Trustee aforesaid, is hereby required to file in this Court a Bond with surety in the penalty of Three thousand ($3000.00) Dollars, to be approved by the Court or the Clerk thereof.

And it appearing to the Court from the testimony in this case that there has been no administration on the estate of Arthur Wagner, the Trustee is directed to give sixty (60) days notice to his creditors by publication in some newspaper published in Anne Arundel County, to file their claims in this Court in the Office of the Clerk thereof on or before the expiration of the said sixty (60) days.

Benjamin Richardson
JUDGE

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LIBER 77 PAGE 381

ORDER NISI

Pearl Wagner, Widow

versus

Doris Emmons and
Woodrow Emmons, her husband,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,364 Equity

Filed 27 Feb., 1952

Ordered, this 27 day of February, 19 52, That the sale of the Property 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 1 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 28 day of March next.

The report states that the amount of sales to be $ 2600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Pearl Wagner, Widow

versus

Doris Emmons and
Woodrow Emmons, her husband,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 9 Apr., 1952.

ORDERED BY THE COURT, This 9th day of April, 1952, that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

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LIBER 77 PAGE 382

FICE OF

Maryland Gazette

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. 10,364 Equity

PEARL WAGNER, Widow

Vs.

DORIS EMMONS and WOODROW EMMONS, Her Husband, et al.

Ordered, this 27th day of February, 1952, That the sale of the Property 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 1st day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of March next.

The report states that the amount of sales to be $2,600.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 9 Apr, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1952

We hereby certify, that the annexed Order Nisi - Sale Pearl Wagner No. 10,364 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of March, 1952 The first insertion being made the 6th day of March, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie F. French

No. MG.....
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PEARL WAGNER, et al	*	NO. 10,364 Equity
	*	IN THE
VS.	*	CIRCUIT COURT FOR
DORIS EMMONS, et al	* * *	ANNE ARUNDEL COUNTY

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT I, Marvin I. Anderson as principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars ($3,000) 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 or our respective Heirs, Executors, Administrators, Succrssors, and Assigns jointly and severally, firmly by these presents. Sealed with our seals and dated this fifteenth day of April in the year of our Lord one thousand and nine hundred and fifty-two.

WHEREAS, the above bounden Marvin I. Anderson was appointed trustee by virture of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated the twenty-seventh day of February, nineteen hundred and fifty-two, mentioned in the proceedings in the case of Pearl Wagner, et al Vs. Doris Emmons, et al; Known as No. 10364 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Andersom so and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Dealed and delivered in the presence of

Marvin I. Anderson (SEAL)
Marvin I. Anderson

Witness:
Myrtle Sturm
Myrtle Sturm

(SEAL)
NATIONAL SURETY CORPORATION
By Marvin I. Anderson
Attorney-in-fact

Filed 16 Apr. 1952

Approved this 16 Apr., 1952.
John H. Hopkins, Jud. Clerk.

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PEARL WAGNER, widow Crownsville, Maryland	*	NO. 10,364 EQUITY
	*	IN THE
vs	*	CIRCUIT COURT
DORIS EMMONS, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * *

PETITION FOR ALLOWANCE OF COUNSEL FEE
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson respectfully shows:

1. That Arthur R. Wagner died intestate on February 16, 1951 seized and possessed of a small tract of ground in the Second Election District of Anne Arundel County, Maryland, as will be seen by reference to the proceedings in this case.

2. That said Arthur R. Wagner left surviving him, his widow and four children.

3. That to enable your petitioner to proceed with this case it was necessary to examine the title to the property, prepare all the papers in this case, such as, Bill of Complaint, Advertisement of Sale and Notice to Creditors (no administration having been taken out on the estate of the said deceased Arthur R. Wagner), Report of Sale and Decree, etc.

4. That he arranged for taking of testimony, appeared and examined the witnesses and established the allegations of the Bill of Complaint.

5. That the property was sold for $2600.00.

6. That in view of the services rendered by your petitioner, all of which has inured to the benefit of the parties to the case, he feels that he is entitled to a reasonable fee, and therefore, requests your Honors to pass an order authorizing

Filed 19 May, 1952

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the payment of same.

AND AS IN DUTY BOUND, ETC.

Petitioner

CERTIFICATE OF COUNSEL

We, the undersigned, members of the Bar of Anne Arundel County, do hereby certify that we have examined the papers in the above entitled case; and in our opinion, a fee of $ 250 00/xx would be a fair and reasonable fee to be allowed Marvin I. Anderson for services rendered.

ORDER OF COURT

Upon the aforegoing petition of Marvin I. Anderson and the certificate of the members of the Bar of Anne Arundel County, it is thereupon this 19th day of May, 1952, by the Circuit Court for Anne Arundel County in Equity ordered that Marvin I. Anderson, solicitor for the complainants in the above entitled cause, be allowed the sum of $ 150.00 as a fee for services rendered, subject to proper exceptions.

JUDGE

Filed 19 May, 1952.

Filed 19 May, 1952.

LIBER 77 PAGE 386

'FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1952

We hereby certify, that the annexed Notice to Creditors Arthur R. Wagner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of May, 19.... The first insertion being made the 14th day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carson

No. MG 6396

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NOTICE TO CREDITORS
OF ARTHUR R. WAGNER

The creditors of Arthur R. Wagner, deceased, are hereby notified to file their claims in No. 10384 Equity, Wagner vs. Emmons, et al, in the Circuit Court for Anne Arundel County with the vouchers thereof within 60 days from the 13th day of March, 1952 or they may otherwise by law be excluded from all benefits of his estate.

MARVIN I. ANDERSON,
Trustee.

Filed 23 May, 1952

In the Case of

Pearl Wagner,
Widow

vs.

Doris Emmons,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,364 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 3 June, 1952.

May 29, 1952

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

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19

Dr. Pearl Wagner, Widow, vs. Doris Emmons, et al in ac.

To Trustee for Commissions, viz:		110	00		
To Trustee for Fee (Order 5/19/52), viz:		150	00	260	00
To Trustee for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		35	50		
Jos. W. Alton, Jr. - Sheriff's costs		8	70		
Myrtle Sturm - Guardian ad Litem		4	00		
John S. Strahorn - Examiner's fee		10	00		
Katharine H. McCutchan - Stenographer's fee		7	00		
Auditor - stating this account		18	00	93	20
To Trustee for Expenses, viz:					
Capital-Gazette Press - notice to creditors		7	50		
Capital-Gazette Press - order nisi (sale)		8	00		
Capital-Gazette Press - order nisi (acct)		6	00		
National Surety Corp. - bond premium		12	00		
Clerk of Court - certified copy marriage certificate		1	00		
One-half Federal revenue stamps		1	15		
One-half State revenue stamps		1	15	36	80
To Trustee for Taxes, viz:					
1952 State and County ($27.56 - adjusted to 5/1/52)		9	19	9	19
BALANCE FOR DISTRIBUTION - $2,200.81					
Distributed to the heirs at law of Arthur R. Wagner, viz:					
To Pearl Wagner, Widow - one-third-$733.60					
Less Direct inheritance tax	7.34	726	26		
To Doris Emmons, daughter - one-sixth	$ 366.80				
Less Direct inheritance tax	3.67	363	13		
To Retha J. Wagner, daughter - one-sixth	$ 366.80				
Less Direct inheritance tax	3.67	363	13		
To Charles A. Wagner, son - one-sixth	$ 366.80				
Less Direct inheritance tax	3.67	363	13		
To Margaret G. Wagner, daughter - one-sixth	$ 366.81				
Less Direct inheritance tax	3.67	363	14		
To R. Glenn Prout, Register of Wills - total direct inheritance tax		22	02	2,200	81
				2,600	00

with Marvin I. Anderson, Trustee Cr.

1952 May	1	Proceeds of Sale of Contract dated 10/9/51	2,600 00	2,600 00
				2,600 00

Filed 12 July, 1952. Filed 3 June, 1952.

ORDER NISI LIBER 77 PAGE 390

Pearl Wagner,
Widow
VERSUS
Doris Emmons,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,364 Equity.

ORDERED, This 3 day of June, 19 52, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of July, 19 52, 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 Warfield
Judge.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 1952

We hereby certify, that the annexed Order Nisi
and Acc. - Equity 10,364
Pearl Wagner.

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 July, 1952. The first insertion being made the 5th day of June, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betsi L. Carson

Filed 12 July, 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,364 Equity
PEARL WAGNER, Widow
Vs.
DORIS EMMONS, et al.

Ordered, this 3rd day of June, 1952, 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 7th 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 7th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Ju-10

PEARL WAGNER, widow	:	NO. 10,364 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
DORIS EMMONS, et al	:	ANNE ARUNDEL COUNTY
	:	

PETITION AND ORDER OF COURT TO DEPOSIT FUNDS BELONGING TO INFANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, Trustee, respectfully shows:

That under the Auditor's Account filed in the above entitled case Retha J. Wagner and Charles A. Wagner were each allowed the sum of $363.13 and Margaret G. Wagner was allowed the sum of $363.14 as their distributive shares from the proceeds of sale of the real estate described in this case.

That Retha J. Wagner, Charles A. Wagner and Margaret G. Wagner are infants and non-residents of the State of Maryland, and no guardian has been appointed for said Infants.

That your petitioner desires to deposit in the name of each infant the sum allotted to each in a savings account in the Farmers National Bank of Annapolis, Maryland.

Wherefore, your petitioner prays that an order be passed by this Honorable Court authorizing him to make the said deposits in the Savings Account of the Farmers National Bank, subject to the further order of the Court.

And as in duty bound, etc.,

Marvin I. Anderson
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 29 day of July in the year 1952, before me, the subscriber, a Notary Public of

Filed 29 July, 1952

20

the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial,

Myrtle Sturm
Notary Public

ORDER OF COURT

Ordered this 29th day of July, in the year 1952, by the Circuit Court for Anne Arundel County that the said Marvin I. Anderson, Trustee, be, and he is hereby authorized and directed to deposit in the Savings Account of the Farmers National Bank of Annapolis, Maryland, the sum of $363.13 in the name of Retha J. Wagner, minor, subject to the further order of this Court; the sum of $363.13 in the name of Charles A. Wagner, minor, subject to the further order of this Court; and the sum of $363.14 in the name of Margaret G. Wagner, minor, subject to the further order of this Court.

Benjamin Michaelson
Judge

Filed 29 July, 1952

14-20

Edward J. Sachs, Jr., Linthicum Hgts., Md.	:	No. 9874 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Jerome Lichtenberg and Linthiucm Hgts., Md. Evelyn Lichtenberg, his wife.	:	Anne Arundel County

: : : : : : : : : : :

Bill of Complaint

To the Honorable, the Judge of said Court:

Your Orator, humbly complaining, says:

1.

That on or about the 12th day of November, in the year 1948, your Orator procured a 35½ acre tract of land from his father and mother, Edward Sachs and Emma G. Sachs, his wife, said deed being duly recorded the Land Records of Anne Arundel County in Liber J.H.H. No. 502, folio 155, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein at length.

2.

That at the time of the conveyance aforesaid and for more than thirty years prior thereto there existed a right of way from this farm to the west side of Hammond's Ferry Road, which road has been used open notoriously for more than thirty years exclusively and hostiley by your Orator's predecessor in title.

3.

That several months ago the DefendantJerome Lichtenberg procured a tract of land on the west side of the Hammond's Ferry Road through which the right of way of your Orator runs and said Defendant now refuses to permit your Orator to use the said right of way. As a matter of fact, he came out on the said right of way with a 45 revolver and threatened to shoot the father of your Orator

Filed Jany. 9. 1950

if he did not get off of the said road and has ever since said day blocked the right of way.

To the end, therefore:

1. That the Defendant may be enjoined from interferring with the right of way of the Plaintiff.
2. That your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Orator
9-11 School Street
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 7th day of January, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Edward J. Sachs, Jr., who made oath in due form of law that the matters and facts stated in the aforegoing bill of complaint are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary M. Stoff
Notary Public

ORDER OF COURT

Upon the aforegoing bill of complaint, affidavit and exhibit, it is this 10th day of January, 1950, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Jerome Lichtenberg be, and he is hereby required to abstain from interferring with the operation of the said right of way and the use thereof by the Plaintiff or his agents unless cause to the contrary thereof be shown by the said Defendant within 10 days

days after the service of a copy of this bill of complaint and order of Court is served upon him.

Benjamin Nicholson
Judge

Plaintiffs Ex a

No. Stamps Required G.B.W.

NO TITLE EXAMINATION

THIS DEED, made this 12th day of November, in the year 1948, by and between Edward Sachs and Emma G. Sachs, his wife, hereinafter called parties of the first part, and Edward J. Sachs, Jr., hereinafter called party of the second part, Witnesseth:

THAT for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the Fifth Election District of Anne Arundel County containing 35½ acres and being the same property which was conveyed unto the said parties of the first part by Frank Jankiewicz, widower, by deed dated the 4th day of October, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 117, folio 143.

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereunto 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 party of the second part, his heirs and assigns, in fee simple.

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

WITNESS the hands and seals of the Grantors.

WITNESS: Edward Sachs (SEAL)

Mary M. Hoff Emma G. Sachs (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that upon this 12th day of November, in the year 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid

Filed Jany. 9th 1950.

3822

3

personally appeared Edward Sachs and Emma G. Sachs, his wife, and each acknowledged the aforegoing deed to be their act.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff, Notary Public

Recorded 20th Nov. 1948, at 9:00 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. 502, folio 155, 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 9th day of January, A.D., 1950.

John H. Hopkins 3rd Clerk

EDWARD J. SACHS, Jr. Linthicum Heights, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JEROME LICHTENBERG Linthicum Heights, Maryland	:	NO. 9874 Equity

: : : : : : : : : :

ANSWER SHOWING CAUSE
AND
MOTION FOR DISMISSAL OF BILL

Filed Jany. 18th 1950.

To the Honorable, the Judges of said Court:

Answering the Bill of Complaint in the above entitled matter, the Defendant respectfully says:

FIRST: That answering paragraph One he feels bound to admit the recording of the certified deed as alleged, and accepts as true the allegations therein.

SECOND: That answering paragraph Two, which alleges the existence of a right-of-way from his said land or "farm" mentioned in said conveyance, to the Hammonds Ferry Road, may or may not be true, as the Complainant's land borders on the west side of the said Hammonds Ferry Road, and no right-of-way is claimed in this paragraph over Respondent's land; that the Respondent, however, alleges that no right-of-way crosses or ever did cross over or through the tract of land purchased by him as mentioned in the third paragraph of said Bill of Complaint; that inasmuch as no such right-of-way ever existed, it could not have been open, and notoriously, exclusively, and hostilely used for thirty years as alleged, or for any other period by anyone at anytime.

THIRD: That answering paragraph Three, your Respondent admits that he has entered into a contract of sale referred to in said

paragraph, for the purchase of a tract of land referred to in said paragraph and has paid the full purchase price thereunder, and has been given possession of same, and is awaiting the conclusion of Equity case #9815, entitled NELLIE SMITH NORRIS, et al, vs. HELEN E. ROBINSON, et al, for the formal execution of his deed; that further answering said paragraph, your Respondent admits that he refused to permit the Complainant to cut a road through his said tract of land purchased by him and his wife, as neither the Complainant nor his predecessor in title has any right-of-way over same, by deed, adverse possession, or otherwise, and he challenges the Complainant to establish any such right; that he denies he has at anytime threatened to shoot Complainant's Father, or anyone else.

That further answering the Bill of Complaint, your Respondent says that there never has been and is not now any necessity or reason for an outlet from the lands of the Complainant to the Hammonds Ferry Road, over said land purchased by your Respondent, as aforesaid; that should such necessity for an outlet ever arise, the Complainant could reach said Hammonds Ferry Road directly over his own land, which said land, as well as your Respondent's, borders on the Hammonds Ferry Road.

WHEREFORE, your Respondent having fully answered under oath the Complainant in this cause made, respectfully moves that the Bill of Complaint be dismissed, with costs to your Respondent.

Linwood L. Clark
Attorney for Respondent

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16 day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared the Respondent, Jerome Lichtenberg, and made oath that the facts as set forth in the foregoing Answer are true to the best of his knowledge and belief.

Linwood L. Clark, Notary Public

Service of copy admitted this 18th day of January, 1950.

George R. Wolfe
Atty for Complainant

Filed Feb. 8th 1950.

Edward J. Sachs, Jr.,	:	No. 9874 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Jerome Lichtenberg	:	Anne Arundel County

: :

PETITION

To the Honorable, the Judge of said Court:

The petition of Edward J. Sachs, Jr., by George B. Woelfel, his solicitor, respectfully represents:

1.

That the Bill of Complaint in this cause was filed in this Honorable Court on 9 January, 1950, and on 10 January, 1950, this Honorable Court passed an Order requiring "that Jerome Lichtenberg be, and he is hereby required to abstain from interfering with the operation of the said right of way and the use thereof by the plaintiff or his agents unless cause to the contray thereof...." until the rights of the parties are finally determined by this Court.

2.

That although the defendant has answered the aforesaid Bill of Complaint he has not shown any cause which would justify the recission of the Order of 10 January, 1950, nor has he complied with the requirement of said Order that he abstain from interfering with the plaintiff's use of said right of way.

3.

That the use of said right of way by the plaintiff will cause no inconvenience, loss or damage to the defendant.

WHEREFORE, may it please this Honorable Court to pass an Order making final its temporary Order of 10 January, 1950.

And as in duty bound, etc.

George B. Woelfel /by T. J. Curley

George B. Woelfel,
Solicitor for Plaintiff,
9-11 School Street.

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I certify that a copy of the foregoing petition and Order of Court has been mailed this 8th day of February, 1950, to Linwood L. Clark, Esq., Maryland Hotel, Annapolis, Md., attorney for defendant.

Thomas J. Curley
Thomas J. Curley,
for George B. Woelfel

- -

ORDER

Upon the foregoing petition, no sufficient cause to the contrary having been shown by the defendant, it is, this 8th day of February, 1950, by the Circuit Court for Anne Arundel County, ORDERED that the defendant be and he is hereby required to abstain from interefering with the ~~operation~~ use of the said right of way ~~and the use thereof~~ by the plaintiff or his agents , servants and friends until the rights of the parties are finally determined by this Court.

Benjamin Michaelson
Judge.

Filed Feby. 8th. 1950

EDWARD J. SACHS, Jr.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	
JEROME LICHTENBERG	:	NO. 9874 in Equity

: : : ::: : : :

P E T I T I O N

To the Honorable, the Judges of said Court:

The Defendant, by Linwood L. Clark, his Attorney, respectfully represents:

ONE. That he has been served with a copy of a Petition, upon which this Honorable Court has signed an order, dated February 8, 1950, requiring the Defendant to abstain from interfering with the use of the right-of-way claimed in this matter, pending further determination of the issues involved.

TWO. That it appears said order was based on the impression gathered from the pleading that the alleged right-of-way could be used by the Plaintiff pending the determination of the issues involved, without harm or damage to the parties hereto.

THREE. That in view of this situation, your Defendant herewith expands his answer in which he only stated, that there is not and never was such a right-of-way as alleged; that he now further informs this Honorable Court that the Plaintiff with heavy bulldozers was cutting a road and felling trees of considerable growth right through the Defendant's lands, when the Defendant called in the police and had the Plaintiff stopped, until he established a right to be on Defendant's lands, for that purpose, or any other.

FOUR. That the Defendant further informs the Court that in his opinion, under the Bill and Answer in this cause, the alleged right-of-way raises a question of law, and the Plaintiff should be required to establish his right in an action at law before he can obtain from this Honorable Court a restraining injunction against the Defendant.

WHEREFORE, your Defendant respectfully prays that said Order of Court, dated February 8, 1950, be stricken out, pending the determination of the issues raised by the pleadings in this case.

AND AS IN DUTY BOUND, etc.

Linwood L. Clark
Attorney for Defendant

O R D E R

Upon the foregoing Petition, it is ORDERED by the Circuit Court for Anne Arundel County, this _____ day of February, 1950, that the Order of February 8, 1950, to which reference is above made, be forthwith stricken out, pending final determination in all issues involved in this case.

_____
Judge

Service of copy admitted this _____ day of February, 1950.

Attorney for Plaintiff

Filed Feb. 10th 1950

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O R D E R

Upon the aforegoing petition it is ORDERED this tenth day of February, 1950, by the Circuit Court for Anne Arundel County, that the plaintiff, Edward J. Sachs, Jr., be, and he is hereby, restrained and enjoined from using and operating bulldozers and any other mechanical equipment or tool, or other implements to cut down trees, dig holes, grade any land or make any excavations in or on the right of way referred to in these proceedings until the determination of all pertinent issues in this case by the Court.

Benjamin Michaelson
JUDGE

Filed Feby. 10th 1950.

EDWARD J. SACHS	:	No. 9874 Equity
	:	In the
vs.	:	Circuit Court
	:	for
JEROME LICHTENBERG	:	Anne Arundel County

. . . . . .

PETITION FOR INJUNCTION

To the Honorable, the Judge of said Court:

The petition of the plaintiff, Edward J. Sachs, by George B. Woelfel, his attorney, respectfully states:

1.

That on January 9th, 1950, your petitioner filed his Bill of Complaint in the above-entitled cause seeking to enjoin the defendant, Jerome Lichtenberg, from interfering with your petitioner's use of a certain right of way described in said Bill.

2.

That on January 10th, 1950, this Honorable Court passed an Order enjoining such interference on the part of the defendant, Jerome Lichtenberg, unless the defendant could show cause why the injunction should not issue.

3.

That on February 8th, 1950, this Honorable Court made its Order of January 10th, 1950, final, no cause having been shown why the defendant's interference with the plaintiff's right of way should not be enjoined.

4.

That on February 10th, 1950, this Honorable Court passed an Order restraining your petitioner from using and operating a bulldozer on said right of way, cutting trees, digging holes, grading land, etc., until the determination of the issues in this cause.

5.

That in violation of this Honorable Court's Order of February 8th, 1950, the defendant has erected a larges sign obstructing the aforesaid right of way and bearing the following message: "ROAD CLOSED------Jerome Lichtenberg"; that said sign blocks your

Filed Sept. 6. 1950

petitioner's passage over said road or right of way contrary to this Court's Order in the premises.

Wherefore your petitioner prays:

(1) That this Honorable Court may pass an Order requiring the defendant, Jerome Lichtenberg, to remove said sign and to cease obstructing your petitioner's use of the right of way involved in this proceeding pending the final determination of the issues in this cause.

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel,
Solicitor for Edward J. Sachs.

- -

ORDER OF COURT

Upon the foregoing petition it is this 6th day of September, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the defendant, Jerome Lichtenberg, remove the sign described in said petition and cease henceforth to obstruct the plaintiff's use of the right of way or road involved in this proceeding pending the final determination of the issues in this cause.

Benjamin Michaelson
JUDGE

- -

Copy of above petition and Order delivered to Linwood Clark, Esq., Maryland Hotel, solicitor for defendant, Jerome Lichtenberg, this 7th day of September, 1950.

Thomas J. Curley

Filed Sept 6 1950

EDWARD J. SACHS, Jr. Linthicum Heights, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	
JEROME LICHTENBERG Linthicum Heights, Maryland	:	NO. 9874 Equity
	:	

: : : : : : : : :

PETITION

To the Honorable, the Judges of said Court:

Your petitioner, Jerome M. Lichtenberg, by Linwood L. Clark, his Attorney, respectfully represents:

1. That on January 9, 1950, the complainant filed a bill of complaint against the respondent alleging interference with the use of an alleged right-of-way, and obtained an order dated January 10, 1950, restraining the respondent from interfering with the complainant's use of said alleged right-of-way, unless cause to the contrary be shown within ten days.

2. That on Jan. 18, 1950 the respondent filed his answer, making affidavit thereto in which, among other things, he stated:

> "That no right-of-way crosses or ever did cross over or through the tractof land purchased by him as mentioned in the 3rd paragraph of the bill of complaint; that inasmuch as no such right-of-way ever existed, it could not have been opened, and 'notoriously, exclusively and hostilely used for 30 years' as alleged or any other period by anyone at any time."

3. That on February 8, 1950, notwithstanding the respondent had filed his answer showing cause as quoted in the foregoing paragraph 2, the plaintiff presented a petition to this Honorable Court asking that the Nisi Order of January 9, 1950 be made final, and on the same day obtained such final order against the respondent without the taking of any testimony in

Filed 28 Sept., 1950

9

support of complainant's bill alleging ownership of a right-of-way over respondent's said lands.

4. That immediately your respondent filed a petition stating that such final order evidently followed the plaintiff's request for same on the theory that no harm could come from complainant's use of the denied right-of-way; that your respondent called the Court's attention to the fact that the complainant was taking advantage of said final order of February 8, 1950 and was cutting a road and felling trees through defendant's lands. In this petition the defendant, repeating his denial of the alleged right-of-way, said that:

> "The plaintiff should be required to establish his rights in an action at law before he can obtain from this Honorable Court a restraining injunction against the defendant."

and prayed that the order of February 8, 1950 be stricken out pending the determination of the issues raised by the pleadings in this case.

5. That instead of striking out said final order as prayed, this Honorable Court on February 10, 1950 signed an order restraining the complainant from cutting or grading any road through defendant's said lands or making any excavations in or on the alleged right-of-way "Until the determination of all pertinent issues in this case by the Court."

6. That on September 6, 1950, the complainant has served upon the respondent another petition and order of this Honorable Court based upon the said final restraining order of February 8, 1950. This order of September 6, 1950 requires the defendant to remove the "Road Closed" sign blocking the alleged right-of-way. The said sign happens to be across the road opened by the bulldozer referred to in the restraining order against the complainant dated February 10, 1950 and respondent affirms that said sign is not inconsistent with said order, but is removed,

subject to the final determination of this dispute.

7. That jurisdiction in Equity in such cases is based on established title and not disputed title, when there is a general dispute of title, as in this case, and the Court of Equity will require the complainant upon appropriate pleadings and full testimony to first prove his title in a Court of law. If the case in Equity has been begun, as in this case, it will according to practice retain jurisdiction pending determination of title in the law Court (67 Md. 216; 102 Md. 185; 180 Md. 412) Otherwise much time and money may be spent on testimony in this Equity case, only to have the bill dismissed, without prejudice to proceed as above indicated.

WHEREFORE your petitioner prays for an order retaining jurisdiction in the case, until the complainant, if he so desires, proceeds at law to establish his alleged title to said right-of-way; and in the meantime he be restrained from exercising said right over defendant's land.

AND as in duty bound, etc.

Linwood L. Clark
Attorney for petitioner

Copy mailed to George B. Woelfel, Esq. School Street, Annapolis, Maryland, this 28 day of September, 1950.

Linwood L. Clark
atty for pet.

EDWARD J. SACHS, Jr. Linthicum Heights, Md.	:	IN THE CIRCUIT COURT
VS.	:	FOR
JEROME M. LICHTENBERG Linthicum Heights, Md.	:	ANNE ARUNDEL COUNTY No. 9874 Equity

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

ORDER OF COURT

Upon the petition of the plaintiff filed September 28, 1950, it is this 29th day of September, 1950 ORDERED by the Circuit Court for Anne Arundel County, that the plaintiff be and he is hereby ORDERED to proceed at LAW to establish his alleged title to the disputed right-of-way in this case, this Court however, retaining jurisdiction in the premises until legal determination of the alleged right-of-way is had.

AND it is further ORDERED, that in the meantime the plaintiff be and he is hereby restrained from exercising said alleged right-of-way over defendant's said lands, until final determination of the issues in this case, unless cause to the contrary be shown on or before the 23d day of October, 1950, provided a copy of this ORDER be served on the plaintiff on or before the 14th day of October, 1950.

Benjamin Michaelson
Judge

Filed Sept 29 1950

Copy to be served by L L Clark

EDWARD J. SACHS, Jr.,	:	No. 9874 Equity
	:	In the
vs.	:	Circuit Court
	:	for
JEROME M. LICHTENBERG	:	Anne Arundel County

ANSWER SHOWING CAUSE

The answer of Edward J. Sachs, Jr., by George B. Woelfel, his attorney, to the Order of this Honorable Court dated September 29, 1950, respectfully shows:

1.

That there is not available to him any alternative action at law by which he might obtain the relief which he seeks in this Court of Equity. That in support of this contention your respondent cites the case of "Callaway vs. Forest Park Co.", 113 Md 1, which stated, ".....it may be regarded as the settled law of this state that you cannot maintain an action of ejectment to recover an easement or incorporeal right alone."

2.

That your respondent in seeking to restrain the defendant's interference with your respondent's use of the subject right of way conceived his proper remedy to be that of an equitable injunction. That with regard to the defendant's contention that the ancillary matter of title to the subject right of way must be decided in a Court of Law there is the following pertinent statement contained in "Linthicum vs. W.B.&A. Elec. Rd. Co.", 124 Md 263, "It has long been recognized in this State that where, in a proper case, equitable jurisdiction has once attached it will be retained to the end, to give the parties seeking its aid full relief, even as to matters with regard to which it would not originally have had jurisdiction."

Wherefore, having shown cause why the Order Nisi of this Honorable Court dated September 29, 1950, passed upon the defendant's interlocutory petition of September 28, 1950, should not be made final, your respondent prays that said petition may be dismissed with

Filed 23 Oct, 1950.

costs, and said Order of Court dated September 29, 1950, rescinded.

George B. Woelfel

George B. Woelfel,
Solicitor for Edward J. Sachs, Jr.

. . . . . .

Received copy of above Answer Showing Cause this 23rd day of October, 1950.

Linwood L. Clark per E.B.

Linwood L. Clark,
Solicitor for Jerome Lichtenberg.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EDWARD J. SACHS, JUNIOR, :
PLAINTIFF. :
VS. : NO. 9874 EQUITY
JEROME M. LICHTENBERG, :
DEFENDANT. :

:::::::

MEMORANDUM AND ORDER

Filed 23 Aug., 1951

This case is before me on a petition filed by the defendant herein on September 28, 1950, wherein he prays:

> "WHEREFORE your petitioner prays for an order retaining jurisdiction in the case, until the complainant, if he so desires, proceeds at law to establish his alleged title to said right-of-way; and in the meantime he be restrained from exercising said right over defendant's land."

I am not at all clear as to exactly what the defendant is getting at, that is to say, I am not clear as to whether he is attacking the jurisdiction of the court and asking that the case be dismissed without prejudice on the ground that the plaintiff has an adequate remedy at law, or whether he simply wants issues made up and sent to a court of law for trial, or whether he has some other idea. If he means to attack the jurisdiction of the court, he would hardly ask the court to retain jurisdiction, nor would he ask it to restrain the plaintiff from exercising "said right" over the defendant's land. A court which has no jurisdiction, could not retain jurisdiction, nor would a court that has no jurisdiction, have any more right to restrain the plaintiff than the defendant. In any event, the conventional way of raising this question is by demurrer, or by a demurrer incorporated in an answer. In view of the fact that this court is asked to retain jurisdiction, it would seem that, perhaps, what the defendant

has in mind is the framing of issues, and the sending of them to a court of law for trial. He, however, does not ask for issues in so many words, and I do not know whether that is what he wants, or not. (See Millers Equity, section 232, page 290). A third alternative might be that he means to ask that the case be removed to the law side of the court under the authority of Code, Article 75, section 124. He, however, does not ask for that in so many words.

I do not think I should be asked to pass on a question without knowing exactly what that question is. I shall, accordingly, set the matter for a further hearing in the hope that, in the meanwhile, the defendant will clarify the situation. If he does, all well and good; if he does not, I will just have to do the best I can.

It is, thereupon, this twenty-third day of August, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the matter of the petition filed by the defendant herein on September 28, 1950, be, and the same is hereby, set for further hearing on September 20, 1951 at 10 o'clock A. M.

And it is further ADJUDGED and ORDERED that the defendant have leave to amend his said petition, if he wants to, provided he does so within ten days from this date.

Judge

EDWARD J. SACHS, Jr.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.		
JEROME M. LICHTENBERG	*	EQUITY #9874

*****

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Jerome M. Lichtenberg, by Linwood L. Clark, his Solicitor, respectfully represents:

1.

That a petition in the case was filed by the defendant on the 28th day of September, 1950, reviewing the proceedings and praying for an order requiring the plaintiff to proceed at law to establish his alleged title to a right-of-way over the lands of the defendant, and that in the meantime he be restrained from exercising any use of said alleged right-of-way over defendant's lands.

2.

That upon said petition, this Honorable Court passed the following order:

> "Upon the petition of the plaintiff filed September 28, 1950, it is this 29th day of September, 1950 ORDERED by the Circuit Court for Anne Arundel County, that the plaintiff be and he is hereby ORDERED to proceed at LAW to establish his alleged title to the disputed right-of-way in this case, this Court, however, retaining jurisdiction in the premises until legal determination of the alleged right-of-way is had.
>
> AND it is further ORDERED, that in the meantime the plaintiff be and he is hereby restrained from exercising said alleged right-of-way over defendant's said lands, until final determination of the issues in this case, unless cause to the contrary be shown on or before the 23rd day of October, 1950, provided a copy of this ORDER be served on the plaintiff on or before the 14th day of October, 1950."

3.

That although plaintiff filed his "show cause answer" on the 23rd day of October, 1950, he has not shown any cause which would justify the recession of the order of September 23, 1950, requiring him to proceed at law to establish his alleged title to the disputed right-of-way in this case; in fact, his answer is wholly and legally insufficient; that he has not attempted since said order to cross the defendant's lands, thus, in this respect conforming to said order.

Filed 29 Aug., 1951

WHEREFORE, may it please this Honorable Court:

a). To pass an order making final its temporary or nisi order of September 23, 1950, for insufficiency of said "show cause answer."

b). That issues be framed and sent to a Court of Law to be tried, for the information of this Honorable Court in making final disposition of the injunctive relief prayed for in the bill of complaint.

AND, as in duty bound, etc.,

Linwood L. Clark
Solicitor for defendant

ORDER OF COURT

Upon the foregoing petition, no sufficient cause to the contrary having been shown by the plaintiff, it is this _____ day of _____, 1951, by the Circuit Court for Anne Arundel County, Maryland, ORDERED that the said order of September 23, 1950, be and the same is hereby made final.

And as requested by the defendant, it is further ADJUDGED and ORDERED that issues of fact, based upon the pleadings herein, be framed and sent to a Court of Law to be tried, according to the course of procedure in said Court, for the information of this Honorable Court, in making final disposition of the injunctive relief prayed for in the bill of complaint.

_____
Judge

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this _____ day of _____, 1951, I mailed, postage prepaid, a copy of the foregoing petition and order to George B. Woelfel, Esq., Solicitor for plaintiff, at 9-11 School Street, Annapolis, Maryland.

Linwood L. Clark

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EDWARD J. SACHS, JUNIOR,	:	
PLAINTIFF.	:	
VS.	:	NO. 9874 EQUITY
JEROME LICHTENBERG,	:	
DEFENDANT.	:	

:::::::

MEMORANDUM AND ORDER OF COURT

Filed 29 Sept., 1951

After I filed my memorandum and order of August 23, 1951, the defendant filed another petition which, I understand, is intended to clarify his petition of September 28, 1950. He, among other things, says that the plaintiff has not shown cause as required by this court's order of September 29, 1950, and asks that that order be made final. Before he can invoke a rule as strict as that, at a bar which does not engage in technicalities, he must be in a correct position himself. He, it seems to me, by filing his petition of August 29, 1951, admits that his petition of September 28, 1950, is insufficient, and, this being so, he is not in a position to invoke the rule he now asserts.

But, whether the plaintiff has shown good cause or not, really does not make any difference. This court, regardless of what a show cause order says, does not have to make it final unless it is satisfied that it should be made final. The defendant still does not question the jurisdiction of this court, but, on the contrary, asks this court to retain jurisdiction and frame issues and send them to a court of law for trial. I have never been told exactly what the issues in this case are, but, as it is nothing but an ordinary suit to restrain the barricading of a right-of-way which the plaintiff claims, and the defendant denies, I do not see anything very difficult about the matter.

(See Smith vs. Shiebeck, 180 Maryland 412; Potomac Edison Company vs. Routzahn, 65 Atlantic 2d 580; Southern Maryland Agricultural Society vs. Meyer, 75 Atlantic 2d 89; Campbell vs. Bishields, 80 Atlantic 2d 262).

Whether issues shall be framed or not, is a matter within the court's discretion (Millers Equity, section 232), and I feel that the benefits to be derived from the determination of the issues by a jury would be overshadowed by the time and additional work which such a procedure would entail. I will deny the prayers of the petitions and set the case for trial at an early date, and get it disposed of. If I do not decide it right, the Court of Appeals will correct me.

It is, thereupon, this twenty-ninth day of September, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the prayers of the petitions filed by the defendant herein on September 28, 1950, and August 29, 1951, be, and the same are hereby, denied.

Jan Clark
Judge.

EDWARD J. SACHS, Jr.	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
JEROME (M.) LICHTENBERG		EQUITY # 9874

***

EXCEPTION TO RULINGS AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendant respectfully reserves an exception to the determinations, rulings and Order of the learned Court in this cause under date of September 29, 1951.

Linwood L. Clark
Attorney for defendant

Filed 13 Oct, 1951.

LIBER 77 PAGE 419

Edward J. Sachs Jr.	:	
		In The Circuit Court
vs.	:	
		of
	:	
Jerome Lichtenberg		Anne Arundel County Md.
	:	
		Equity 9874

ORDER FOR WITNESSES:

Mr. Clerk:

Please summon the following witnesses to testify for the defendant, and make same returnable THURSDAY OCTOBER 25th at 10:00 A.M. before the Circuit Court, Annapolis, Md.:

Jesse Redding, Hammonds Ferry Road, near John Ave., 5th Dist.
James W. Booker, Hammonds Ferry Road, nr. Michaelton Manor "
Thomas W. Shives, Ferndale, Md.
Lawrence K. Griffin, Madora and Viding Avenues Michaelton Manor
Joseph P. Jankiewicz, 219 N. Collinton Ave., Baltimore, Md.
(Service at home sufficient P.S. not required.)
Leave summons at Home

Linwood L. Clark, Atty for Def.

Filed 20 Oct, 1951

Edward J. Sachs, Jr.,	:	No. 9374 Equity
	:	
vs.	:	In the Circuit Court for Anne Arundel County
	:	
Jerome M. Lichtenberg	:	
	:	

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

ORDER FOR SUMMONS

Mr. Clerk:

Please issue summons for the following named witnesses to testify for the Plaintiff on October 25th, 1951, at 10 A.M. in the Circuit Court for Anne Arundel County.

Lt. W. L. Brown, Ferndale Police Sta., A. A. Co., Md.

Marion Ford, Linthicum Fire Co., Linthicum Hgts., Md.

Andrew C. Jackson, Greenmount & North Aves., Balto., Md.

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiff
9-11 School Street,
Annapolis, Md.

Filed 23 Oct. 1951

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Def. Ex. 1

Int. Rev. Stamps $19.25 - Md. State Stamps $19.25

THIS DEED, Made this 8th day of December in the year one thousand nine hundred and fifty, by and between, JOHN R. NORRIS, Trustee, as hereinafter mentioned, party of the first part; and JEROME M. LICHTENBERG and EVELYN E. LICHTENBERG, his wife, parties of the second part.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in Equity, dated October 16, 1950, passed in a cause pending therein entitled Nellie Smith Norris, et al, Vs. Helen E. Robinson, et al, Equity Docket No. 13, folio 466, No. 9815 Equity, it was adjudged, ordered and decreed that the tract of land mentioned in said proceedings, and hereinafter described, be sold; that the contract of sale filed in said proceedings, be ratified and confirmed; that John R. Norris be appointed Trustee to make such sale; that said Trustee file a bond in the sum of $18000.00, and then that said Trustee report to said Court, for confirmation in the usual course, the private sale made to the parties of the second part herein, as contained in the contract of sale filed in said proceedings; and that on obtaining the Court's ratification of such sale, and on payment of such purchase money (and not before) said Trustee was to execute a Deed conveying said property to the parties of the second part hereto; and

WHEREAS, after duly filing bond, said Trustee reported the Sale of said tract to the parties of the second part herein, in fulfillment of the Contract of sale filed in said proceedings, at and for the sum of $17175.00; and

WHEREAS, said sale was ratified and confirmed by said Court on November 28, 1950; and whereas, the purchase money has been fully paid unto said Trustee, wherefore said Trustee is authorized by said Decree to execute these presents.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and the sum of Seventeen Thousand One Hundred Seventy-five Dollars ($17,175.00), the receipt whereof is hereby acknowledged, the said party of the first part, Trustee as aforesaid, in pursuance of said Decree of the Circuit Court of Anne Arundel County in Equity, dated October 16, 1950, does hereby grant and convey unto the parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground situate and lying in the Fifth Election District of Anne Arundel County, and described as follows, in accordance with a survey description prepared by Thomas W. Shives, Registered Engineer, dated February, 1949:

BEGINNING for the same at a stone now set on the westmost side of Hammonds Ferry Road, as laid out 40 feet wide, at a point where the westmost side of the said road is intersected by the south 88 degrees west 106 perch line of Tract "A" of the property which by Will of William A. Shipley, recorded in the Orphan's Court of Anne Arundel County, devised to his daughter Armenalla M. Robinso the said line being also the first or north 88-3/4 degrees east 85 perches line of a deed from John E. Stoll and Medora A. Stoll to James A. Cole, dated August 22, 1906

Rec'd 23 Oct 1951

and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 49, folio 436, and running thence with the said line, as referred to the true merdian, south 85 degrees 41 minutes west 1393.48 feet to a stone heretofore set; thence continuing with the outline of the aforesaid tract "A" and with the south 6 degrees east line of the aforementioned deed to James A. Cole, south 8 degrees 54 minutes east 220.90 feet to a stone set at the beginning of Tract "B" of the hereinbefore mentioned property willed to Armenella N. Robinson; thence running with the outlines of the said Tract "B", north 89 degrees 40 minutes west 1500.32 feet to a stone heretofore set; thence continuing with the said outlines, south 12 degrees 20 minutes west 1583.90 feet to a stone heretofore set; thence still continuing with the said outline, south 76 degrees 40 minutes east 1343.35 feet to a stone heretofore set; thence still continuing with the said outline, north 68 degrees 22 minutes east 830.36 feet to a stone heretofore set at the end of the north 67 degrees 55 minutes west 2130.18 feet line as shown on a plat of Linthicum Heights Annex, filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-1, Plat No. 90; thence running with the last mentioned line, the reverse thereof, and with the first line of Tract "C" as shown in the aforementioned will, south 74 degrees east 211 feet to an iron pipe heretofore set; thence continuing with the outline of Tract "C", north 8 degrees 54 minutes west 211 feet to an iron pipe heretofore set; thence still continuing with the outline of Tract "C", north 74 degrees west 211.0 feet to an iron pipe heretofore set in the last line of the aforementioned Tract "B"; thence running with the said last line and with the north 3 degrees west 59.6 perch line of a conveyance from John Nortman, et al, to O. Clinton King and Martha Estelle King, by deed dated October 24, 1915, and recorded among the aforementioned Land Records in Liber G.W. No. 110, folio 236, north 8 degrees 54 minutes west 968.50 feet to a stone heretofore set at the end of the second or south 7 degrees east 37 perch line of the hereinbefore mentioned Tract "A"; thence running with the lines of the said Tract "A", and with the south 77 degrees east 103.9 perch line of the aforesaid conveyance to O. Clinton King and Martha Estelle King, south 83 degrees east 1719.88 feet to the westmost side of the aforesaid Hammonds Ferry Road; thence running with the westmost side of the said road, north 25 degrees 56 minutes west 597.45 feet; thence continuing with the westmost side of the said road, by a curve bearing to the right, with a radius of 2770.35 feet to a point distant north 21 degrees 55 minutes west 400.84 feet to the place of beginning, containing 97.75 acres of land more or less.

FOR TITLE vide the aforementioned Equity proceedings.

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

TO HAVE AND TO HOLD, the said lot of ground and premises, unto and to the use of the said parties of the second part, as tenents by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

WITNESS: the hand and seal of the within named Grantor, Trustee as aforesaid.

Witness:

Harold E. Leo
Harold E. Leo

John R. Norris (SEAL)
John R. Norris, Trustee

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of December in the year one thousand nine hundred and fifty, before, me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared JOHN R. MORRIS, Trustee aaaforesaid, and he acknowledged the aforegoing Deed to be his act as such Trustee.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(Notarial Seal) Harold E. Leo
Notary Public
Harold E. Leo

Recorded 12th December, 1950, at 1:45 P.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. 603 Folio 261 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 22nd day of October A.D., 1951.

John H. Hopkins, 3d.

John H. Hopkins, 3rd., Clerk

(2)

Def Ex 2
Plaintiffs Ex. C

(U.S. Int. Rev. Stamp $1.50)

THIS DEED, Made this 18" day of August, in the year one thousand, eight hundred and Ninety-eight, by James M. Pitcher of Baltimore City, in the State of Maryland of the first part Sweetser Linthicum and Laura E. Linthicum, his wife,of Anne Arundel County in the State of Maryland of the Second part and Frank Jankiewicz and Katie Jankiewicz , his wife of Baltimore City in the State of Maryland, of the third part;WITNESSETH:

That in consideration of the sum of Twelve hundred and fifty dollars current money in hand paid the said James M. Pitcher and Sweetser Linthicum and Laura E. Linthicum his wife, do according to their respective interests grant unto the said Frank Jankiewicz and Katie Jankiewicz , his wife, their assigns, the Survivor of them, his and her heirs and assigns in fee simple all that tract of land situate lying and being in Anne Arundel County and described as follows, that is to say:

BEGINNING for the same at a bounded poplar tree and stone by the side thereof, one of the original outlines of "Gates Inheritance", in the outline of the whole tract and on the East side of a Branch called Calloway's Branch, and running from said tree and Stone as follows: North Sixty one (61°) degrees, fifteen (15') minutes West Seventy-three and one-half (73½) perches to a stone planted by H. L. Lunsby and Septunus Hopkins, thence South fifteen (15°) degrees West one hundred and five (105) perches to another stone planted by the same parties, thence South Eighty-Seven (87°) degrees, thirty (30') minutes East one hundred and nineteen perches to intersect Peters line, thence with said line to the place of beginning, Containing forty-nine and one half acres of land; Save and excepting so much of said land as has been heretofore conveyed by Asa S. Linthicum and others to Basil S. Benson by deed dated March 28", 1884, and recorded in Liber S.H. No. 23, folio 406.

Filed 25 Oct. 1951

Plaintiff's Ex. C.

Containing Fourteen Acres of land (Being the same Lot which by Lease dated September 27, 1893, and recorded among the Land Records of Anne Arundel County, in Liber S.H.,No. 44, fol. 589,was demised and leased by Sweetser Linthicum and Wife to said James M. Pitcher,subject to one cent ground rent, and being the same lot of a tract of land called "Gates Inheritance" and "Lockwood") which by deed dated May 19",1886, and recorded in Liber S.H. No. 29, fol. 617 &c. was conveyed by Asa S. Linthicum, Assignee, to said Sweetser Linthicum. The said Sweetser Linthicum, and wife, joining herein for the purpose of conveying the fee simple title in said property to said parties of the third part.

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 parcel of land and premises above described and mentioned, and hereby intended to be conveyed;together with the rights, privileges,appurtenances and advantagesthereto belonging or appertaining unto and to the proper use and benefit of the said Frank Jankiewicz and Katie Jankiewicz , his wife, their assigns, the survivor of them his and her heirs and assigns in fee simple.

AND the said Grantors 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 Sweetser Linthicum,JR.	James M. Pitcher	(SEAL)
Test as to James M.Pitcher	Sweetser Linthicum	(SEAL)
Albert M. Sproesser	Laura E. Linthicum	(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of August in the year one thousand eight hundred and ninety-eight, before me, the subscriber ,

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a Justice of the Peace of the State of Maryland, in and for Baltimore City aforesaid, personally appeared James M. Pitcher, and he acknowledged the foregoing Deed to be his act.

Albert M. Sproesser, J. P.

State of Maryland, Baltimore City, Sec.

I HEREBY CERTIFY, that Albert M. Sproesser, Esquire, before whom the annexed acknowledgment was made, and who has hereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and authorized by law to administer oaths and take acknowledgments. I further Certify that I am acquainted with the hand writing of the said Justice, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Superior Court of Baltimore City this 18" day of August, 1898.

(Court Seal) Roby. Ogle.

Clerk of the Superior Court of Baltimore City.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this Eighth day of August, in the year one thousand eight hundred and ninety-eight, before me the Subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Sweetser Linthicum & Laura E. Linthicum, his wife, and each acknowledged the foregoing Deed to be their act.

Sweetser Linthicum, Jr.,

J. P.

U.S.Int.Rev.Stamp 10¢.

Recorded 19" August, 1898.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber G.W. No. 10, folio 445, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court, this 20th day of October, A. D., 1951.

John H. Hopkins, 3d CLERK.

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Def Ex. 3.
Plaintiff's Ex. B.

(INT. REV. STAMP $1.00)

THIS DEED, made this fourth day of October,1933, by and between Frank Jankiewicz widower of Anne Arundel County State of Maryland, of the first part, hereinafter called "Grantor" and Edward Sachs and Emma G. Sachs, his wife, of said County and State of the second part, hereinafter called Grantees.

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable considerations the receipt whereof in full is hereby acknowledged the said Grantor does hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that tract of land situate in the fifth election district of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a bounded poplar tree and stone by the side thereof, one of the original outlines of "Gates Inheritance" in the outline of the whole tract and on the east side of a Branch, called Calloways Branch, and running from said tree and stone as follows: north 61° 15' west 73½ perches to a stone planted by H. S. Lusby and Septimus Hopkins, thence south 15° west 105 perches to another stone planted by the same parties; thence south 87° 30' east 119 perches to intersect Peters' line; thence with said line to the place of beginning; containing 49½ acres of land. Save and excepting therefrom all that tract of land heretofore conveyed by Asa S. Linthicum and others, to Basil S. Benson, by deed dated March 28, 1884, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 23, folio 406, said tract containing 14 acres leaving in the tract of land hereby conveyed 35½ acres of land.

BEING the same property which was conveyed to the said Frank Jankiewicz and Katie Jankiewicz, his wife, by James M. Pitcher,

Filed 23 Oct., 1951

Plaintiff's Ex. B.

et al, by deed dated the 18th day of August, 1898, and recorded among the aforesaid Land Records in Liber G. W. No. 10, folio 445; the said Katie Jankiewicz since died, leaving the said Frank Jankiewicz the survivor and sole owner of said property.

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 use and benefit of the said Grantees, as tenants by the entireties their heirs and assigns, in fee simple.

AND the said grantors hereby covenant that they will warrant specially the property hereby intended to be conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said grantor.

TEST: FRANK JANKIEWICZ (SEAL)

LAURA R. JICKLING.

STATE OF MABYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, that on this fourth day of October, 1933 before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank Jankiewicz widower, and acknowledged the aforegoing deed to be his act.

WITNESS my hand and Notarial Seal.

LAURA R. JICKLING

NOTARY PUBLIC

(NOTARIAL SEAL)

RECORDED OCTOBER 5, 1933, at 3-15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY; SCT:-

I HEREBY CERTIFY, That the aforegoing DEED is truly taken and copied from Liber F. S. R. No.117, folio 143, 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 22nd day of October, A. D., 1951.

John N. Hopkins, 3d.
CLERK.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EDWARD J. SACHS, JR.,	:	
PLAINTIFF.	:	
VS.	:	NO. 9874 EQUITY
JEROME LICHTENBERG, and EVELYN E. LICHTENBERG, his wife,	:	
DEFENDANTS.	:	

:::::::

O P I N I O N

Filed 1 Nov, 1951.

The question posed by this case is whether the plaintiff is entitled to a right-of-way, by prescription, over the defendants' property, to the Hammond's Ferry Road. Said Hammond's Ferry Road, at this point, runs approximately north and south. The defendants own a farm containing 97 3/4 acres of land, situate and lying on the west side thereof. This farm formerly belonged to William A. Shipley and was devised by him to his daughter, Armenella M. Robinson, and is in the testimony generally referred to as the "Robinson property". I will, hereinafter, at times, so refer to it. The defendants acquired this farm by deed from John R. Norris, trustee, dated December 8, 1950, although they had purchased it sometime prior to that date. The whole 97 3/4 acres is in said deed described under one set of courses and distances, but it really consists of two tracts, one containing about twenty-five acres, and the other seventy some acres. The plaintiff owns a farm containing 35½ acres of land, lying west and north of the defendants' said land. The twenty-five acres tract belonging to the defendants as aforesaid, lies between the plaintiff's land and said Hammond's Ferry Road. There is a small tenant house on said twenty-five acres tract about one thousand feet back from said Hammond's Ferry Road. The road over which the plaintiff claims a right-of-way begins at said Hammond's Ferry Road and

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runs from thence westerly to a point in front of said tenant house, and thence continues on past the same, down through a small piece of woodland, to the plaintiff's property, and from thence continues on, first, over the plaintiff's land, then over a small stream, and then on to the house thereon. The plaintiff acquired this land from his father by deed dated November 12, 1948. The elder Mr. Sachs acquired it from Frank Jankiewicz by deed dated October 4, 1933. Mr. Jankiewicz and Katie, his wife, acquired it from James M. Pitcher, and others, by deed dated August 18, 1898. The plaintiff's land is entirely surrounded by the lands of others, and there is no means of ingress or egress thereto or therefrom except over the road in question. Shortly after the defendants bought the Robinson property, the elder Mr. Sachs, who apparently lives in the neighborhood, went over one day and began "rounding up" or grading the road with an auto-patrol, or gasoline propelled grading machine, and Mr. Lichtenberg ordered him off and threatened to shoot holes in the machine's tires if he did not go. Mr. Sachs left. Mr. Lichtenberg then placed a barricade across the road. This suit followed. When at the beginning of the trial, it was discovered that title to the Robinson property had been taken in the names of Mr. and Mrs. Lichtenberg, the plaintiff obtained leave to amend his bill by making Mrs. Lichtenberg a party defendant, and, when this amendment was made, it was agreed that the answer filed by Mr. Lichtenberg be considered as having been filed by both Mr. and Mrs. Lichtenberg, and the case continued with Mr. and Mrs. Lichtenberg as defendants.

It will not be necessary for me to review the testimony. It suffices to say that it very definitely establishes that the plaintiff and his predecessors in title have used the road in question for at least fifty years.

As a matter of fact, I think it had been used much longer than that. I, at the suggestion of the defendants' counsel, and with the consent of the plaintiff's counsel, went and took a look at the locus in quo. The banks along the sides of this road, where it goes down the hill back of the tenant house on the Robinson property, are, at places, at least six feet high. This "cut" through which this road runs was not put there by grading or anything like that. It got there by the gradual erosion of the soil. The banks along the sides of this road, wherever it goes through a "cut", have an old look. I venture the opinion that that road has been there for more than one hundred years. But, we do not have to go back that far. The evidence clearly establishes that the road was there and in use when Mr. and Mrs. Jankiewicz purchased the property in 1898, and that it has been in use continuously ever since. This raises a presumption that the user was adverse, and, under a claim of right, and casts the burden of showing that the use of the way was permissive or by license inconsistent with a claim of right, on the owner of the land. (Cox vs. Forrest, 60 Maryland 74; Potomac Edison Company vs. Routzahn, 65 Atlantic 2d 585; Wilson vs. Waters, 64 Atlantic 2d 135; Smith vs. Shiebeck, 180 Maryland 412; Southern Maryland Agricultural Association vs. Meyer, 75 Atlantic 2d 89).

The defendants, in an attempt to meet and overcome the burden thus cast on them, produced as a witness, Joseph Jankiewicz, who testified that he was a son of Frank Jankiewicz and Katie Jankiewicz, the purchasers of the plaintiff's property in 1898, that he was fifty-three years of age, that he lived on said property from 1898, when his father and mother purchased it, until 1914, and that sometime during that period he heard his father say that he had gotten "permission to go through the Robinson property". I do not think this testimony

should be taken very seriously. As this witness is now only fifty-three years of age, he must have been born about the time his father and mother bought this property. Unless he was a more precocious youngster than I think he was, he would hardly be remembering conversations which occurred before he was ten or twelve years old. He admitted that when his father and mother moved to this property, they must have gone in over the road in question, and that they had no other road. Just why his father, who had been using this road for ten or twelve years, should suddenly find it necessary to get permission to use it, does not appear. No attempt is made to give us the circumstances under which this alleged statement was made. I think this witness either misunderstood his father, or that he now, after over forty years, thinks he remembers something as having been said, which, in truth and in fact, was not said. As heretofore stated, the road was the only means of ingress to and egress from this property, and it is a little difficult for me to believe that Mr. and Mrs. Jankiewicz would have bought this property if they had not been told and believed that they could use the road in question as a matter of right. Men do not ordinarily buy properties when the only access thereto is over a road used by permission, or pursuant to a license which can be revoked at any time. This being so, I cannot understand why the elder Mr. Jankiewicz would have been running around ten or twelve years after he bought the property asking permission to go in and out; and I do not believe he did. On the contrary, I am inclined to the belief that the use of this road had ripened into a prescriptive easement long before Mr. and Mrs. Jankiewicz bought the property. This witness testified that the banks along this road were three to four feet high when he lived there in the early

part of the century, and it took some years for those banks to get that way. In any event, there is nothing to show that Mrs. Jankiewicz, who was one of the owners of this property as a tenant by the entirety, knew anything about this alleged conversation, and there is nothing to show from whom the elder Jankiewicz sought, or from whom he got, this alleged permission. There is nothing to indicate to whom the Robinson property then belonged, or anything about the matter. The description in the deed from Norris, trustee, to Lichtenberg refers to a devise by William A. Shipley to Armenella M. Robinson, but the date of the probate of this will is not stated, so this does not help us. I hold that the testimony of this witness is entirely too loose and inconclusive to break down the presumption of adverse user which would otherwise prevail, and thereby destroy the only means of ingress and egress the plaintiff has to and from his property.

I am not quite clear as to exactly what the defendants defense is. In their answer, they seem to attempt to say that there is, in fact, no road running from the plaintiff's property through their property to the Hammond's Ferry Road; and Mr. Lichtenberg testified that when he looked at the Robinson property before he bought it, he did not see any road running through it. I just do not understand what he means by his answer or his testimony. The road is there. I saw it with my own eyes; and walked over it with Mr. Lichtenberg and his counsel and Mr. Sachs and several others. I not only found the road there, but I found it well defined and marked on the ground.

It was suggested that the use of this road by the plaintiff and his predecessors in title was not "exclusive". The basis for this argument seems to be that from the tenant

house to the Hammond's Ferry Road, the road over which the plaintiff claims his right-of-way, was used by the plaintiff, and his predecessors in title, jointly with the defendants, and their predecessors in title, and the occupiers of said tenant house. I do not understand that, in order to establish an easement by prescriptive use, the owner of the dominant estate must be the only one who uses the road. The word "exclusive" when used in connection with a prescriptive right-of-way simply means that the claim of the one asserting the right must not depend on the claim of someone else. (Cox vs. Forrest, supra; Wilson vs. Waters, supra; Southern Maryland Agricultural Association vs. Meyer, supra).

The defendants also suggest that, as the part of the road from the tenant house out to the Hammond's Ferry Road is now, and for some years, has been used by the defendants, and their predecessors in title, and the occupiers of the tenant house on the Robinson place, as well as by the occupiers of the plaintiff's farm, this fact negatives the presumption that the use of the road by the plaintiff, and his predecessors in title, was adverse. The principle on which the defendants rely has been applied by some courts under some circumstances. But, I do not think it has been applied or even recognized by our Court of Appeals, and I cannot find that it has been applied by any court under circumstances such as we have here. The question is whether the user of the road by the owner of the alleged dominant tenement was such as to give notice of the adverse nature of his claim to the owner of the servient tenement. As far as I know, the principle has only been applied when the entire road used had been opened by a landowner over his own land for his own use. (28 Corpus Juris Secundum, page 668), and then only when there is no evidence indicating that the user is claimed as a right.

Here, we do not know whether the Robinson tenant house was built before the plaintiff's predecessors in title began using the road, or not. For all we know, the road may have been there and used by the plaintiff's predecessors in title long before the tenant house was thought of. Certainly the building of a tenant house on the side of a road would not destroy an easement therein which had been used and enjoyed long before the house was built. Certainly this court cannot hold that the plaintiff has a right-of-way from his property to this tenant house and no further. A right-of-way must have terminii; it must run from the dominant tenement to a public road. Although there was a joint use by the owners of the servient and dominant tenements of at least a part of the roads or alleys in question, the Court of Appeals in the cases of Metaxas vs. Jarrell, 164 Maryland 180, Southern Maryland Agricultural Association vs. Meyer, supra, and Wilson vs. Waters, supra, found nothing in that fact to justify it in striking down the easements asserted, or, in other words, it found nothing to take those cases out of the rule that the proof of an unexplained user for over twenty years raises a presumption that the user was adverse. I hold that the circumstances of this case, particularly the facts (1) that the plaintiff, and his predecessors in title, had no other way to reach a public road, (2) that the road in question has been used for that purpose for more than fifty years, (3) that it has always been at substantially the same place, and with a well defined road bed, and (4) that it has been kept up by the plaintiff, and his predecessors in title, as the road to their property, are sufficient to raise a presumption of adverse user, and that this presumption is not overcome by the fact that about half of the road was for some years used jointly by the owners of

the dominant and servient tenements. (See Tiffany, Real Estate, 2d Ed., section 519, page 2048-9, section 522, page 2054).

Finally, the defendants suggest that the plaintiff's easement, if it ever existed, has been lost by abandonment. The evidence just does not support this inference. There must be something more than mere non-user to support an abandonment of an easement once acquired. (Baugh vs. Arnold, 123 Maryland 6; Canton Company vs. Baltimore City, 106 Maryland 69). While there is some evidence here that, at times, the road was allowed to get in a rather bad state of repair, there is certainly no evidence that either the plaintiff, or his predecessors in title, ever intended to abandon it. On the contrary, the facts that they repaired the road after heavy rains, and repeatedly replaced the bridge over the stream on their own land when it was washed out, indicates very strongly that they had no intention of abandoning anything. This road confessedly is not a boulevard, but it is certainly better than no road at all. To hold that Mr. Sachs has abandoned this road, would be tantamount to saying that he had abandoned his farm; and I am not willing to go that far, or anything like that far.

Nor, can I find that the fact that some "moonshiners" set up an illicit still on the plaintiff's farm some twenty-six years ago, and placed a log across the road with a sign thereon saying "No Trespassing", is sufficient to defeat the plaintiff's title. This was not done by the owners of either the dominant or the servient estates, and has no bearing on the case whatsoever. In any event, the "moonshiners" had to use the road to get their supplies in, and to get their product out. Mr. Lichtenberg was one of the witnesses testifying to having seen this sign. If he could see the road then, I cannot understand why he could not see it when he bought the property. But, whether he saw it, or did not see it, makes no

difference. The road was there for him to see, had he looked. Mr. Lichtenberg has opened up a gravel pit on the south side of the road in question at a point some four hundred to five hundred feet back of the tenant house. He not only dumped several loads of gravel in the road just beyond this point, thus effectually blocking the road, but his trucks have, in hauling gravel from this gravel pit out to the Hammond's Ferry Road, cut up a part of the road so badly that said part is now impassible to motor vehicles, and it will remain that way until repairs are made. This condition has only existed for the last year or so, and it is certainly not a defense to this suit.

I have no trouble over jurisdiction. True, the plaintiff failed to allege in his bill of complaint that he had no other outlet, but the defendants did not demurrer to the bill, or otherwise attempt to raise the question. They may, accordingly, be considered as having waived it. (Stuart vs. Johnson, 181 Maryland 145; Weeks vs. Lewis, 189 Maryland 424; Bogley vs. Barber, 72 Atlantic 2d 17). The defendants did ask that issues be made up and sent to a court of law for trial. When they did that, they not only impliedly affirmed the jurisdiction of this court, but they, at the same time, expressly invoked this court's aid in preventing the plaintiff from using the road. In any event, it has now been very definitely established that the plaintiff has no other way out. The defendants did not even attempt to controvert that. I am constrained to order the injunction to issue as prayed.

1 November 1951 Jan Clark
Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EDWARD J. SACHS, JR.,	:	
PLAINTIFF.	:	
VS.	:	NO. 9874 EQUITY
JEROME LICHTENBERG, and EVELYN E. LICHTENBERG, his wife,	:	
DEFENDANTS.	:	

:::::::

D E C R E E

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

It is, thereupon, this first day of November, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that an injunction issue restraining the defendants, and each of them, from interfering with the use by the plaintiff and the owners and occupiers of that land which by deed dated November 12, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 502, folio 155, etc., was granted and conveyed by Edward Sachs and Emma G. Sachs, his wife, to the plaintiff, of a right-of-way from said land through the land described in the deed from John R. Norris, trustee, to the defendants dated December 8, 1950, and recorded among said Land Records in Liber J.H.H., No. 603, folio 261, etc., out to the public road commonly called the Hammond's Ferry Road as said right-of-way is now laid out.

And it is further ADJUDGED, ORDERED and DECREED that the defendants pay the costs of this case.

Filed 1 Nov, 1951.

Judge.

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MARYLAND, Sct. LIBER 77 PAGE 442 No. 9874 Equity.

The State of Maryland

To JEROME LICHTENBERG and

EVELYN E. LICHTENBERG, his wife,

Greeting:

Whereas, Edward J. Sachs, Jr.,

has exhibited to us in our Circuit Court of Anne Arundel County his Bill of Complaint for relief in Equity, and/for AN INJUNCTION to restrain you the said Jerome Lichtenberg and Evelyn E. Lichtenberg, his wife, and each of you, from interfering with the use by the plaintiff and the owners and occupiers of that land which by deed dated November 12, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H., No. 502, folio 155, etc., was granted and conveyed by Edward Sachs and Emma G. Sachs, his wife, to the plaintiff, of a right-of-way from said land through the land described in the deed from John R. Norris, trustee, to the defendants dated December 8, 1950, and recorded among said Land Records in Liber J. H. H., No. 603, folio 261, etc., out to the public road commonly called the Hammond's Ferry Road as said right-of-way is now laid out.

a Decree has been signed

Filed 2" Nov. 1952

~~[illegible]~~

Now, Therefore, these are to Command and strictly to Enjoin and Prohibit you the said Jerome Lichtenberg and Evelyn E. Lichtenberg, his wife, and each of you, from interfering with the use by the plaintiff and the owners and occupiers of that land which by deed dated November 12, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H., No. 502, folio 155, etc., was granted and conveyed by Edward Sachs and Emma G. Sachs, his wife, to the plaintiff, of a right-of-way from said land through the land described in the deed from John R. Norris, trustee, to the defendants dated December 8, 1950, and recorded among said Land Records in Liber J. H. H., No. 603, folio 261, etc., out to the public road commonly called the Hammond's Ferry Road as said right-of-way is now laid out.

~~[illegible]~~

Witness the Honorable JAMES E. BOYLAN, Jr., Chief Judge of the said Court, the 3 day of September, 1951.

Issued the 2 day of November, 1951.

John H. Hopkins, 3rd, Clerk

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INTERVENOR'S EXHIBIT NO. 1.

EDWARD J. SACHS, JR.,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JEROME LICHTENBERG and EVELYN E. LICHTENBERG, his wife,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 9874 EQUITY
	*	

* * * * *

PETITION OF EVELYN E. LICHTENBERG TO INTERVENE

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, Evelyn E. Lichtenberg, respectfully represents to this Court:

1. That on November 13, 1951 there was served on her a copy of a restraining injunction of this Court, issued and titled out of this case, which is herewith filed as " Intervening Petitioner's Exhibit No. 1 " and which she prays be taken as a part of this Petition.

2. That she was never sued by Edward J. Sachs, Jr., plaintiff, in this proceeding; that no copy of any complaint or other pleading in this suit by him was ever served on her; that she has never authorized anyone at anytime to bring her into this case as a party; that she did not testify in this suit; nor did she know that she was a party to such suit until the said injunction was served on her.

3. That though she knew this suit was filed nevertheless when she was not mentioned in the Bill of Complaint she simply considered that the plaintiff, or his solicitor, had thought it was not necessary.

4. That during the trial of this cause your petitioner's name was mentioned by the Judge as an owner but she did not understand that she was be-

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ing made a party or that she could be sued in that way, though she was sitting in the Court Room and was naturally interested in her husband's case. Nor was she asked by the Court or by anyone else whether she desired to become a party or had any objection to being made a party.

5. That she has been advised and hence alleges that the record in this case discloses that in her husband's answer filed as early as nine days after the suit was brought against him alleges in paragraph " Third " that he and your petitioner purchased the property in question. So that early and due notice was given the plaintiff of your petitioner's rights, yet plaintiff did not see fit to make your petitioner a party.

6. That she is advised that she is a necessary party to a cause of the kind set out in the Bill of Complaint; and that upon the suggestion in her husband's answer that both she and he were the owners of the land this defect in the original Bill could have been cured by an amendment so as to add her as a party defendant or, the matter set for hearing under General Equity Rule No. 33 and the practice in such cases.

7. That your petitioner believes and therefore alleges that it is her right to be given an opportunity to defend a suit brought against her and that she is entitled to due notice thereof to properly prepare a defense; and she shows that had she been sued and been given an opportunity to defend this case (in addition to the right to demur) if she had been required to proceed with a defense at trial she would have testified, among other things:

(a) That Mr. Sachs, the plaintiff, had been paid three or four times what his entire property was worth when the State Roads Commission of Maryland paid him $ 8,600.00 for four acres of the said thirty-five acres in this case, on the claim of Mr. Sachs that his thirty-five acres (improved by an old house) was made worthless by the Baltimore-Washington Expressway cutting off his only way in and out from said property (over his father's farm to the River Road); that he, the said Mr. Sachs, claimed the old way out to Hammonds Ferry Road over the Robinson Farm had been lost by non-use

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

and had also become impassable. Your petitioner prays that the proceedings in said case " Robert M. Reindollar, Chairman, et al vs. Edward J. Sachs, Jr. ", No. 1479 Law, be taken as a part of this petition.

(b) That now the Plaintiff is claiming to have a way in and out of Hammonds Ferry Road over the land owned jointly by your petitioner and her husband (as tenants by entireties), contrary to what he claimed of the State Roads Commission.

(c) That when the plaintiff's father conveyed this thirty-five acre tract adjoining his own land to the plaintiff (as a gift) he did, or could have given the plaintiff, a way out over his remaining land to Hammonds Ferry Road if such outlet was made a necessity.

(d) What the plaintiff now seeks is not a way in and out from his remaining thirty-one acres but is actually a new road from a sand and gravel pit which he wishes to open immediately adjoining your petitioner's land.

8. That she believes she as an owner by the entireties is a necessary party in this case and was a necessary party prior to trial thereof; and that she should be given an opportunity to plead to this case and otherwise defend the same.

WHEREFORE, your petitioner respectfully prays:

(a) That the injunction in this case be dissolved and annulled insofar as the same may have been by this Court made applicable to her until the final disposition of this cause.

(b) That if the plaintiff desires an injunction against her he be required to bring her into this case as a party defendant.

(c) That she be properly served with process and copy of Bill of Complaint and be given the time permitted by law to answer and defend her rights in this cause.

(d) That she may have such other and further relief as her case may require.

AND, as in duty bound, etc.

Intervenor

Solicitor for Intervenor

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 21 day of November, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EVELYN E. LICHTENBERG, the intervening petitioner, who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of her knowledge, information and belief.

As witness my hand and Notarial Seal.

Notary Public

ORDER OF COURT

The Petition to Intervene, Affidavit and Exhibits having been by the Court considered, it is this day of , 1951, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that the plaintiff, Edward J. Sachs, Jr., show cause on or before the day of , 1951 why the relief prayed by the intervening petitioner, Evelyn E. Lichtenberg, should not be granted; provided, a copy of the Petition and this Order be served on the Plaintiff, or his Solicitor of Record, on or before the day of , 1951.

Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

EDWARD J. SACHS, Jr. * IN THE CIRCUIT COURT

FOR

VS. * ANNE ARUNDEL COUNTY

JEROME LICHTENBERG Equity #9874

***

ORDER TO ENTER APPEAL

Filed 29 Nov. 1951.

Mr. Clerk:

Please enter an appeal from the decree and injunction in the above entitled case, dated November 1, 1951.

Linwood L. Clark
Attorney for
Jerome (M) Lichtenberg

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EDWARD J. SACHS, JR.,	*	In the
Plaintiff	*	Circuit Court
VS.	*	for
JEROME LICHTENBERG and EVELYN E. LICHTENBERG, his wife,	*	Anne Arundel County
Defendants	*	No. 9874 Equity

* * * * *

AFFIDAVIT OF COUNSEL

* * * * *

In order that the record in this case, insofar as the intervening petitioner, Evelyn E. Lichtenberg is concerned, shall indicate all proceedings her Solicitor, Noah A. Hillman, feels impelled to file the following statement:

1. The Court, Judge James Clark, was notified by me through letter dated the 26th day of November, 1951 that the intervening petition had been filed and I sent along a copy of the Petition. This was done because Judge Clark is not the resident Judge of this County and is at Annapolis usually on one day of the Week- Thursday. I thought that this would give the Judge an opportunity to give some consideration to the matter prior to his arrival in Annapolis.

2. A copy of the letter was mailed by me to George B. Woelfel, Solicitor for the Plaintiff on November 26, 1951.

3. On Thursday, November 29, 1951 in the forenoon, at the request of Judge James Clark, I went to the Court Chambers. Judge Clark had also sent for Mr. Woelfel but we learned that he had gone hunting and he was not available.

4. Judge Clark discussed the matter of the intervening petition with me.

Filed 1 dec 1951

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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5. The Court would not sign the proposed " order to show cause " which was appended to the petition to intervene; nor would Judge Clark sign any other order.

Noah A. Hillman
Solicitor for Intervening Petitioner

Signed and sworn to before me, this 30th day of November, 1951.

Norris R. Cox
Notary Public

I hereby certify, that I mailed a copy of the aforegoing Affidavit of Counsel to George B. Woelfel, Esquire, Solicitor for Plaintiff, at his law office, No. 9 School Street, Annapolis, Maryland, this 30th day November, 1951.

Noah A. Hillman
Solicitor for Intervening Petitioner

H A. HILLMAN
TORNEY AT LAW
OLIS, MARYLAND

LIBER 77 PAGE 450

EDWARD J. SACHS, JR.,	*	In the
Plaintiff	*	Circuit Court
vs.	*	for
JEROME LICHTENBERG and EVELYN E. LICHTENBERG, his wife,	*	Anne Arundel County
Defendants	*	No. 9874 Equity

* * * * *

ORDER TO ENTER APPEAL OF
EVELYN E. LICHTENBERG

* * * * *

MR. CLERK:

Please enter an appeal in this case to the Court of Appeals of Maryland on behalf of Evelyn E. Lichtenberg, intervening petitioner, from the decree dated November 1, 1951, the Injunction thereon and the refusal of the Court to pass any Order on the intervening petition.

Noah A. Hillman
Solicitor for Intervening Petitioner

Filed 1 Dec. 1951.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

EDWARD J. SACHS, Jr.	*	IN THE CIRCUIT COURT FOR
VS.		ANNE ARUNDEL COUNTY
JEROME LICHTENBERG	*	EQUITY # 9874

*****

DESIGNATION OF RECORD

Mr. Clerk:

The following is a designation of the portions of the record, proceedings and evidence to be contained in the transcript to the Court of Appeals, in pursuance of Rule 18 of the Court of Appeals:

1. All the pleadings filed in the matter from the Bill of complaint to the trial of the case on its merits.
2. Complete transcript of testimony.
3. Opinion of the Court.
4. Decree and injunction of the Court.

Linwood R. Clark
Attorney for
Jerome Lichtenberg

I HEREBY CERTIFY that on this 7th day of December, 1951, I mailed to George B. Woelfel, Esq., 9-11 School Street, Annapolis, Maryland, a copy of the foregoing Designation of Record.

Filed 7 Dec., 1951

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LIBER 77 PAGE 452

EDWARD J. SACHS, JR.,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
JEROME M. LICHTENBERG,	:	ANNE ARUNDEL COUNTY
DEFENDANT.	:	No. 9874 Equity
	:	

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TESTIMONY

October 25, 1951

Before Honorable James Clark, Associate Judge

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff.

Mr. Linwood L. Clark, Solicitor for Defendant.

Mr. John H. Hopkins, 3rd., Clerk.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Edward J. Sachs, Jr., pages 1 to 13.

William Louis Brown, pages 13 to 21.

Charles Levitt, pages 21 to 28.

Smith, pages 28 to 29.

Edward Sachs, Sr. pages 29 to 34.

Thomas W. Shives, pages 34 to 38.

Joseph Jankiewicz, pages 39 to 43.

Jesse Redin, pages 43 to 49.

George Vernon Snyder, pages 49 to 53.

Lawrence Kenneth Griffin, pages 53 to 55.

Jerome M. Lichtenberg, pages 55 to 59.

Filed 19 Dec., 1951

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Edward J. Sachs, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Edward J. Sachs, Jr., Linthicum Heights.

2. You are the plaintiff in this case?

A. Yes.

3. Jerome Lichtenberg is the defendant?

A. Yes.

Insert

Mr. Woelfel: May it please the Court, at the time we drew this bill, this deed was placed on record. I see now that the deed is in the name of Mr. Lichtenberg and his wife.

Mr. Clark: We were going to consent to your adding the wife's name. It was brought against him and it should be both. We will consent to that amendment.

Court: Let the record show that interlineation making Mrs. Lichtenberg a defendant by consent. I suppose it is also agreed that the answer filed by Mr. Lichtenberg will also be the answer filed by Mrs. Lichtenberg.

Mr. Clark: Correct.

4. Do you own any property in the Fifth Election District of Anne Arundel County?

A. Yes.

5. Do you own a 35 acre tract, more or less, situated in said District?

A. Yes.

6. From whom did you acquire that?

A. From my father.

7. I hand you a deed dated November 12, 1948, from Edward Sachs and Emma G. Sachs, his wife to Edward J. Sachs, Jr., conveying 35½ acres of land, said deed being recorded among the land records of Anne Arundel County in Liber J.H.H. No. 502, folio 155, this copy being certified, and ask you if this is the certified copy of your original deed?

A. Yes it is. (CERTIFIED COPY OF ABOVE DEED MARKED PLAINTIFF EX. A)

8. Is that the same tract of land that was purchased by your father and mother by deed from Frank Jankiewicz, dated October 4, 1933, and recorded

Insert - next page after Q3. and A., testimony of Edward J. Sachs, Jr.

Mr. Linwood L. Clark:

I offer in evidence a certified copy of a deed dated December 8, 1950, from John R. Norris, Trustee, to Jerome M. Lichtenberg and Evelyn E. Lichtenberg, duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 603, folio 261, conveying 97.75 acres, more or less, in the Fifth Election District of Anne Arundel County. MARKED DEFENDANTS' EXHIBIT 1 AND FILED HEREWITH

I offer in evidence a certified copy of a deed dated August 18, 1898, from James M. Pitcher, et al. to Frank Jankiewicz and Katie Jankiewicz, his wife, duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 10, folio 445, conveying 35½ acres in the Fifth Election District of Anne Arundel County. MARKED DEFENDANTS' EXHIBIT 2 AND FILED HEREWITH.

I offer in evidence a certified copy of a deed dated October 4, 1933, from Frank Jankiewicz, widower, to Edward Sachs and Emma G. Sachs, duly recorded among the Land Records of Anne Arundel County in Liber F.S. R. No. 117, folio 143, conveying 35½ acres in the Fifth Election District of Anne Arundel County.

MARKED DEFENDANTS' EXHIBIT 3 AND FILED HEREWITH.

among the Land Records of Anne Arundel County in Liber F.S.R. No. 117, folio 143?

A. Yes.

9. Is that a certified copy of that deed?

A. Yes. (CERTIFIED COPY OF ABOVE DEED MARKED PLAINTIFF'S EXHIBIT B)

10. Is that the same 35½ acre tract that James M. Pitcher, et al. conveyed to Frank Jankiewicz and Katie Jankiewicz, his wife, by deed dated August 18, 1898 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 10, folio 445?

A. Yes.

11. I ask you to look at this certified copy and tell me if this is the same land?

A. Yes it is. (CERTIFIED COPY OF ABOVE DEED MARKED PLAINTIFF'S EXHIBIT B)

12. How far back do you remember this tract of land?

A. Since 1921.

13. How old are you?

A. 38.

14. Do you remember the tract in 1921?

A. Yes.

15. In 1921, what road, if any, existed to a County road?

Mr. Clark: We object; it is to broad. What road existed from where to where?

COURT: I don't think it is too broad; I think it is all right.

A. The only road, to my knowledge, is the road that is in dispute here.

16. Where did that road run from?

A. It ran from Hammond's Ferry Road, I would say, I guess that is east of TWin Oaks, which is as that runs--no, it would be west of Twin Oaks Road, went north or west of Twin Oaks Road and ran from there to this particular farm house on this 35½ acres.

17. There was a farm house, then, located on this 35½ acres?

A. Yes.

18. Who lived there at that time?

A. At that time Jankiewicz lived there.

COURT: Is that road that goes through the land now owned by Mr. and

Mrs. Lichtenberg?

A. Yes.

19. You knew of no other road that led out to the County Road?

A. Not to my knowledge. I used that road at that time. At that time I was going to school, on the school bus, passed there, and they picked up school children at that corner. School children came out to that corner.

20. That/part of Nursery Road is now what?

A. Hammond's Ferry Road.

21. Which is the property of Mr. and Mrs. Lichtenberg?

A. Yes.

22. And the road that came from the 35 acre tract now owned by you went to the County Road?

A. Yes.

COURT: To the Lichtenberg property to the County Road, is that right?

A. Yes. It was a County Road at that time; now it is a State Road.

COURT: I am talking about where the school bus stopped. Did the school bus stop on Hammond's Ferry Road at the corner where this road intercepted?

A. Yes, that's right.

COURT: You all went from the house on the 35½ acres through the Lichtenberg property to that corner?

A. The people at that time did. I didn't. I was on the school bus. It was other school children.

COURT: Where did those children come from?

A. Some of them came from back at this farm house.

23. Did anyone else ever use that road from 1921 down to the 9th of January 1950?

A. It was a man back there by the name of Sisal, came out that road. After that, there was Mr. Redin.

COURT: Where did Sisal come from?

A. I think he was from Virginia.

COURT: I know, but where did he live. Did he live in the 35½ acres?

A. Yes he lived there on the 35½ acres.

24. Did you ever go on that road?

A. Yes.

25. When did you first go on that road?

A. It was between 1925 and '30, I would say, approximately.

26. Why did you go down the road at that time?

A. Sometimes we would walk home from school. We would cut back through that road up over the hill back to my father's place.

27. Did you ask permission of anyone to go through that road?

A. No I walked with the children that lived back there at that time; that was another neighbor who lived back there.

28. Another one lived back there?

A. Yes, they lived there before Sisal.

29. Did people drive in to see those people who lived on the 35 acre tract or walk back there, to your knowledge?

A. I have seen cars back there; see where cars had went on the road; tire tracks and things on the road.

30. Did you ever know of anyone being stopped from going back on that road prior to -

A. Not prior to this case here.

31. Not prior to the case?

A. No sir.

32. Was the road clearly marked?

A. Well, in other words, it was an indentation of a road there. There was tracks there, wheel tracks.

33. They existed from 1921 to your knowledge?

A. Yes.

34. What, if anything, happened after you procured this tract of land in regard to that road?

A. I sent an auto patrol over there to help fill the ruts in. I wanted to shape the road up, re-build it; make it more passable than what it was. My father went over with me. Mr. Lichtenberg came out there.

35. Were you with your father when Mr. Lichtenberg came?

A. No sir.

36. Didn't Mr. Lichtenberg ever stop you from using it?

A. No sir. He did put up signs and road blocks across the road there even after we had entered the case, and right now they have drug gravel back in there and bulldozers have shoved gravel across the road; it is impossible to get around it right now.

(Mr. Clark, Cross Examination)

1. You say that this road ran from the farm house on the 35½ acre tract through the Robinson property to the Hammond's Ferry Road?

A. Yes.

2. As a matter of fact, isn't it true that the road ran up as far as the Robinson residence or the house on the Robinson property and from there on out to the Hammond's Ferry Road. You used the old road from the Robinson house out to the Hammond's Ferry Road?

A. In other words, according to where you start and stop a road at. The road, I would say, ran from Hammond's Ferry Road back to the farm house, past the Robinson house.

3. You don't know, however, the history of the Jankiewicz tenancy of the 35½ acres, do you?

A. Not prior to 1921, no sir.

4. Where did you live at that time?

A. On Nursery Road.

5. How far was that from this 35½ acres?

A. From what part of this 35½ acres? Do you mean from the farm house?

6. How far from the farm house, yes?

A. Approximately a half a mile, I would say.

7. Was your knowledge of this road situation in 1921, as you say, based entirely upon what you saw when you travelled on the school bus?

A. In 1921, it was, yes.

8. After 1921, what personal knowledge did you have of the use of this road from the Sachs house to the Robinson house?

A. Just as I said. I walked home from school occasionally. Ordinarily I used the bus. Occasionally I would walk home from school. We would go through this road, back across the hill and fields to the home where I was living at the time.

9. You never bought this property from your father until 1948. You were never a tenant on either the Robinson property or the Jankiewicz property, were you?

A. No sir.

10. What occasion did you have to be on either one of those properties at any time?

A. Just a boy walking home from school; also did some gunning in there.

11. Why did you walk home from school in that direction; at that time you lived over on Nursery Road, didn't you?

A. That's right.

12. With your father?

A. That's right.

13. Where was the school that you attended?

A. Linthicum Heights.

14. Then you would walk up to your father's farm and through the 35½ acres and through the Robinson property, is that correct?

A. That's correct.

15. To get to school?

A. That's correct.

16. Did you say you used the bus?

A. I said occasionally I walked home from school; I didn't say to school.

COURT: DOESN'T A MAN HAVE A RIGHT TO BE KEPT IN AND HAVE TO WALK HOME.

A. I never walked to school, from school.

COURT: That is an old American custom to be kept in and to have to walk home.

Mr. Clark: I am pretty familiar with old American customs.

COURT: Let us get along with the case.

17. What personal knowledge do you have of the use of that road from the farm house on the 35½ acres to the farm house on the Robinson property?

A. COURT: I take it when you say the Robinson property you mean the Lichtenberg property?

Mr. Clark: Yes.

18. What personal knowledge have you of that?

A. In what way do you mean?

19. What use did you see? What wagons or automobiles did you see go over that road from the house on the 35½ acre tract up to the house on the Robinson tract--the Lichtenberg tract?

A. Well the people who lived in there had cars.

20. I asked you what personal knowledge you had of any travel or use of any part of that road?

A. Well I had no occasion to drive in there.

21. I ask you, do you have any personal knowledge of anyone using that road from the house on the 35½ acres up to the house on the old Robinson tract?

A. I have seen cars going in and out of there, if that is what you mean.

22. Where were you when you saw them?

A. Back in the woods.

23. What were you doing back in the woods?

A. Gunning.

24. That was how often?

A. I don't know. We used to gun at that time maybe 30 days out of the season. I don't say I was back in there 30 days; I don't say I seen the cars 30 days; maybe once or twice; maybe half a dozen times a season.

25. Was it possible to use that road from the house on the 35½ acres up to the old Robinson house without the use of a bridge to cross Cowhide Branch?

A. No it wasn't possible not unless you stopped on this side of the branch and walked across.

26. What knowledge have you of that branch and the bridge over that branch? When did you first notice it?

A. The bridge over that branch, to my knowledge, there was a place you can ford across the branch, but there was a bridge across the branch as long as I can remember up until, I would say, approximately a year ago. Some colored fellows went in there and it was iron girders across with timber planks laid on top of them; they went back in there and stole the iron girders, so at the present time, there is no bridge there.

27. Now, you are under affidavit. From your personal knowledge of that property, there was a bridge across that branch?

A. The first time I was back in there, yes.

COURT: What branch?

A. Calloway Branch, not Cowhide Branch.

28. This branch ran entirely across the 35½ acres from south to the north, didn't it?

A. I suppose that would be south.

COURT: Was that bridge on the road in question?

A. Yes.

29. You couldn't get across the road without there being a bridge there. That is what I have asked him and he says that is correct.

COURT: YOU say there were iron girders?

A. Yes.

COURT: When did you see iron girders there?

A. Those iron girders were put in there I would say about 1935.

COURT: You have personal knowledge of that?

A. Yes.

COURT: Who did it?

A. Mr. Redin and I am not certain, I think my father helped him at the time. I know father took the girders over to him.

COURT: How old were you then?

A. About 22 years old; I was born in 1913.

30: You saw them put iron girders in there at that time?

A. Yes.

31. In the construction of a bridge?

A. Yes.

32. You don't know when that bridge was destroyed, do you?

A. It was just destroyed.

33. In 1935 they put girders in there; they built it?

A. Approximately a year ago was when it was destroyed.

COURT: When was the bridge originally built?

A. The iron girder bridge was originally built about 1935.

COURT: Was there a bridge before that?

A. There was a wooden bridge previous to that.

COURT: Do you know when that was put in?

A. No sir, I don't know.

COURT: You say a wooden bridge before that?

A. Yes.

COURT: How long had that been in there, if you remember?

A. No sir I don't know when that went in.

COURT: Do you ever remember when it wasn't there?

A. No sir.

34. How often did you see that bridge prior to 1935 when you say you saw them reconstructing it; how often had you seen it?

A. Maybe 10, 15 times a year.

35. Back of 1935?

A. Previous to 1935, if that is what you are speaking of; previous to it.

36. After 1935 on, how often did you see that bridge?

A. Approximately the same amount of times.

37. Just when you went back there hunting?

A. That's right.

38. That is the only occasion that called for your being in that area?

A. Up until a few years ago, yes sir.

39. Up until when?

A. Up until probably about '47, '48.

40. Was there a bridge there then?

A. Yes sir.

41. You are telling the Court now that there was an iron girder bridge constructed there in 1935 and that bridge was there how long?

A. Until about a year ago.

42. Up until 1950?

A. Yes sir.

43. It was there for 15 years?

A. Yes sir.

44. Now your father bought this 35½ acres in 1933, is that correct?

A. Yes.

45. Do you know who the tenant on the acreage was?

A. I couldn't be positive on that.

46. Do you know what roads ran from that acreage during your father's holding from 1933 until 1948?

A. Do I know what?

47. What roads were used by those tenants from 1933 to 1948, the time during which your father owned the 35½ acres? Do you know what roads they used?

A. Yes.

48. What roads did they use?

A. With cars or walking?

49. With cars?

A. They used the road that is in question now.

50. They used this road?

A. That was the only road that was there through the place.

51. Your father owned this 35½ acres?

A. That's right.

52. When he wanted to go to the 35½ acres how did he get there?

A. That was the only way he could get there.

53. Wasn't there a road from the 35½ acres up toward where yourfather lived on Nursery Road a half a mile away?

A. No sir. There was fields there but there was no road there.

54. How did your father get around there--go way down Nursery Road up Hammond's Ferry Road to this road we are talking about in order to get to the 35½ acres?

A. Occasionally he may have went through the fields. I can't answer that but there was no actual road in there.

55. Then if he wanted to drive from his farm on Nursery Road which adjoins the 35½ acres over to the house on the 35½ acres, he had to go way down Nursery Road to Hammond's Ferry Road and up Hammond's Ferry Road to the road that led into the house on the old Robinson property and down across that bridge to get to the 35½ acres, is that correct?

A. He didn't have to, but that was the easiest way to get there.

56. In other words, you are firm in your knowledge there was no road from the 35½ acres up through your father's farm on Nursery Road?

A. No existing road, no sir. In other words it was fences all around the place and he had I would say at least to get over there, it would have been much easier instead of going through the fields to drive all around and go on in the road.

57. Your father had tenants on this 35½ acres after he purchased it in 1933?

A. Correct.

58. You testimony now is positive that those tenants used the road over the bridge and up through the Robinson property and did not use a road on your father's place?

A. That is correct.

59. About how far is it from Hammond's Ferry Road into the old Robinson house?

A. The Robinson house, you testified it was a thousand feet.

Mr. Clark: Well I told that to the Court.

A. Well I think that is about right.

60. That is the old road from the old Robinson house out to the Hammond's Ferry Road?

A. Correct.

61. That is the road that was partly used as you say by the owner of the 35½ acre tract?

A. Yes.

COURT: How far is it from the Robinson house to the line of that 35½ acres?

A. I would imagine another thousand feet, your Honor.

COURT: How far is it from the line of the 35½ acres to the house on the 35½ acres?

A. The house just sets about in the middle of that tract. It sets a little to the right toward Peter's line, to the right, but just about middle-way between the two lines to the branch; in other words it isn't out of the line. It is closer to the house than the line.

62. The house is on the far side of that bridge on the west side?

A. That's right and the branch is between the line and the house.

63. You have already testified in going from one of these houses to the other you had to cross this bridge?

A. That's right.

63. In going from the old Robinson House down toward the Sachs house, there is a very deep decline, isn't there, down from the Robinson house to this branch?

A. Yes.

64. Is that road passable?

A. Not now.

65. How long has it been impassable to your knowledge?

A. Since they drug gravel in there, approximately 6 Or 8 months ago.

66. It was passable up to that time by an automobile?

A. I was back in there, yes.

67. How far did you go back?

A. All the way. I forded the stream. In other words right above the bridge is a shallow place that you can go across the stream. The last time I was in there the bridge had been destroyed.

68. You don't know how many times that bridge was washed away, do you, during the period within your knowledge?

A. Are you speaking of the iron bridge or the wooden bridge.

69. Either one?

A. To my knowledge, I am not sure. I think they had trouble with the wooden bridge; with the iron bridge that was set in concrete with a concrete abutment on each side, iron girders laid on top, they never had any trouble with that washing out to my knowledge. I don't remember it being washed out.

70. In a heavy storm that branch rose up above the bridge, didn't it?

A. Yes, occasionally; maybe once every three or four years.

71. You say now since the girder bridge was put in in 1935 to your knowledge these heavy storms have not washed that bridge out?

A. Not to my knowledge, no.

72. And it was there in 1950?

A. Yes ir.

73. How do you place that in 1950?

A. It was approximately 1950;my brother was coming down Hammond's Ferry Road and seen some cars with colored fellow in it pulling out of the place, and he stopped; they had this piece of steel off this bridge on their truck. He told them to take it back and put it where it was. They turned around and headed the truck in there and he came over the place to get me. I went over there and when I got over there, they must have just pulled in the road and turned around and come right back out again because I went down in there and they weren't down in there and the steel was gone.

74. When you say steel, just what do you mean?

A. That was chassis.

75. Automobile chassis?

A. Yes.

COURT: I thought you were talking about steel girders?

A. Oh, they were automobile chassis.

76. Do you know in 1948 when your tenant, Redin, left that property and came back to the Robinson house, that he put in an old chassis and a lot of other stuff there and over a period of time constructed a sufficient bridge in order to get his furniture across there from one house to the other?

A.

77. You don't know that?

A. No.

78. You have testified in 1935 there was a steel bridge there supported by steel girders. Now, I am asking you whether you know in 1948, 13 years later, Mr. Redin, yourtenant, in moving from one house to the other, put an old automobile chassis in there with a lot of logs and so forth in order to get his furniture from one house to the other? Where did he get the chassis from?

A. I saw the chassis over there.

79. You made some statement about someone taking away an automobile chassis?

A. That's correct.

80. You don't know where they came from?

A. It came from my place.

81. It came from that bridge, from that stream?

A. That's correct.

****

William Louis Brown, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

A. State your name and address.

A. William Louis Brown, Anne Arundel County Police Department, Ferndale.

2. You are a lieutenant in the Police Department?

A. That's right.

3. How old are you?

A. I was born in 1905, August 14.

A. I am 46, August 14th past.

3. Where were you born?

A. Lansdowne.

4. Are you familiar with this 35 acre tract of land?

A. I lived there seven years.

COURT: You lived on the 35½ acres?

A. Yes.

COURT: Your father lived there?

A. The whole family lived there.

5. What years were you living there?

A. I moved from Lansdowne in 1910 to Linthicum Heights. We moved on the place called the Coffman farm, which was about a half a mile or three quarters from the farm in question.

6. So that from 1910, you were within three quarters of a mile of the place?

A. That is for three years, then we moved from there to a place near Hanover, which is about 7 or 8 miles from there. We lived over there one year. In 1913 we moved to the farm in question.

COURT: From 1913 to 1920 you lived on this farm?

A. From 1913 to 1922 or '23 somewhere along in there. My father bought a place from King's then. I own that property now and got it by deed in 1922 when it was bought. King's property is about 4 or 500 feet up the road from the entrance to this property, at the road which you go into in question from the Robinson farm on into the Jankiewicz place. In fact I have been in the Linthicum Heights Post Office since 1910.

7. During the years that you lived there from 1913 to 1922--

A. '22 or '23 I bought the property and built the house up on King's property. We either moved there the last part of '22 or sometime in '23.

8. How many roads lead from this property to any County or State Road?

A. The only road that we used or that I know about, a road fit to travel on, was the road in question. We used that road; there was 9 of us children and including my father and mother, there was 11. We used that road continually back and forth to school; back and forth to the store; my father used it back and forth to work every day all the time that we were there; we owned a 1914 Buick 2 mules, 3 horses and 4 cows and about

30 hogs and we used that road for all of them and the road in back we used to go up to the farm on the back part of the place up over the hill to haul fodder and corn and stuff that we raised. The only way you could get back that way was the cut across the field to hit a road that Benson's used to get out. You could get out that way, but we had that high hill to climb and had to go around that hill and go up past there and then we could hook up to the road that he used to haul peaches and pears, but we never used it. We never went out that road but once. We had no occasion to go out that way at all unless we went over to Benson's and we would walk over that way. You could drive a horse and buggy over it or you could get a car out there, but it was rough going. We always used the front road because that was the road to the place.

9. That was the road to the place?

A. As far as my knowledge was concerned. The road belonged to the place. We rented the Robinson place for three years from 1920 to 1923, somewhere along in there, we rented the Robinson place along with it. We owned both places and we occupied both places. Right across the road from that was a barn and that barn fell down some years after we left there.

10. Did you actually use that road then from 1913 to 1922 that goes across the Lichtenberg property?

A. I used that road from 1913 until somewhere in May or June 1951. Some people from Virginia occupied that place and Sgt. Praley and Capt. Wade and I had to go with them; they didn't know where it was, somewhere in May or June 1951, we drove a radio car back up there and locked up somebody for non-support for the Virginia authorities. We went all the way back to the stream and I turned the car and Capt. Wade and Sgt. Praley went up to the house; there was a house up there.

11. When was that?

A. Somewhere in May or June this year. Ever since I left there I have always used the road back there and hunted back there every year.

12. Have you ever asked anybody permission to use that road?

A. Well being there all those years, I didn't feel like I had to have permission. Nobody stopped me; nobody bothered me. Ralph lived in the old house and Leckner lives in it now.

~~13x~~ COURT: You hunted there each year since you stopped living there?

A. Yes, I have three acres on the Hammond's Ferry Road that almost joins that; in fact it does join it in the back; I always leave the car either up the old place or if I want to hunt down the other and I drive right on down the branch and leave the car there right on that property. When we lived there we put four bridges up on that property because we had some terrible rains at that time and that branch used to flood both banks and she carried the bridge away and we had to get to work and cut down trees and make another. We also had a road which was about 30 feet above the bridge which you can drive through in a car; you can drive through with a horse and buggy or any thing you used until we built another bridge. It is only about 10 feet wide as far as the branch is concerned. The stream is not 10 feet wide; it is only about 4 feet wide. At the bank where we drove through, we just had a little gap. The branch is about 300 feet from the house and if the bridge is gone you come down the road and stay on the other side of the branch and drive through the way we did, go back and forward on foot, it is only about 300 feet from the branch to the house.

13. Did you ever see anybody else use that road besides your family?

A. Well back in those days, Mr. Luther Shipley used to come through ~~and~~ there on horseback practically every Sunday and go on back to Joe Benson's place. Old man Summerfield Benson used to visit them every Sunday.

(Mr. Clark, Cross Examination)

1. When did you say that was?

A. That was back in the 20's ~~xxxx~~ or before; 1915 or 1916, somewhere around in there. He used to come through there every Sunday, or at least it was two or three times a month on Sundays he would ride through there on a horse; practically all the boys around the community hunted through there and used that road and when Redin was back there, there was nothing to see 4, 5 or 6 cars parked there at that branch anytime. They had a repair shop there almost, and we went back there several times on stolen cars but we didn't find any; we went back there to check them. I think that was 1935, 1936 or 1937, somewhere around there. As far as the branch is concerned it don't have anything to do with the house.

COURT: How long you been on the Police Force?

A. It will be 17 years October 1, 1952. We always had occasion to go back there onceor twice, three times a year since I been on the Police Force. I think one time there was a fight back there and we went back there that time. I think Redin had someone locked up or the family did and they were down Ferndale with the case. There was a larceny ahead of that and Sachs called up about somebody stealing the girders from the bridge. In other words I have been there ever since 1910 right around that spot, all my life. Lansdowne where I was born is only approximately 4½ - 5 miles at the most; that is back before I can remember. In them days, I remember living in Lansdowne, that's all.

(Mr. Woelfel, Direct Ex. Continued)

14. From the time you lived there in 1913 down to 1950, did you ever know of that road being closed?

A. It never was closed up until May or June 1951. I was back there in a radio car; there was nothing on the road, no indication of it being closed. It was rough going when you got down over them hills because they are all washed out. We used to have them fixed three or four times a year because the water gathered on the sides and hit the road; there was a gap running down through the woods. My father couldn't get the car out. It was rough going. We had to fix that road all week to get him out on Sunday.

15. Did you ever see any signs on that road "No trespassing"?

A. Not to my knowledge, no.

16. Was it ever fenced off?

A. It never was fenced off; in fact you could go down where the Lichtenberg property is now. You could keep straight on down to the branch if you wanted to and still come through the woods. The original road came down through the branch.

COURT: WAS THAT A WELL-DEFINED ROAD--WERE THE MARKS ON THE ROAD WELL-DEFINED?

A. Yes sir, the last time I was down there in the radio car it was rough going but we got down there and back without any trouble. I would say now if it comes a snow or heavy rain, you might have some trouble getting

in or out, but after it dried up a little it would be all right. It is rough going all right.

17. Since Mr. Michtenberg has bulldozed it?

A. I don't know anything about that, too much.

(Mr. Clark, Cross Examination)

1. You said while you lived there from 1913 to 19--

A. From 1913 to 1922. We moved out of there. We built a house in the later part of 1922 and we moved away from there.

2. You said around 6 or 7 years?

COURT: FROM 1913 to 1922 is 9 years.

3. You first said 6?

COURT: HE first said 7.

A. I first said 7.

4. It was rough going over that road?

A. I am not talking about when we lived there. We kept a nice road up there. When we had a hard rain and it washed out, we fixed it.

5. During the time you lived up there you had to work all week to get that road in shape for your father to get out on Sunday?

A. I would say if we had a rain he would send us up there to fix the holes in it.

6. Why did it take you all week to get the road ready for Sunday?

A. When we were down there, if they had a rain that week, if there was any holes washed in it, why he sent us up there to fix it.

COURT: That was the boys' job, is that the idea?

A. That was all of our job. Nine of us, five sisters and four brothers and we worked that farm and we worked Robinson's farm. If there was any holes washed out in the road we went up and fixed them.

7. You said something about getting out over through the Benson property. Make that a little clearer to me.

A. The only way I can clear that is just like I said before. We used the back road that went around there to haul pears, for the fodder, tomatoes, whatever we raised, we used the same spot which become a wagon road. Cars were very scarce in them days. In a wagon when you got up on top of the hill Mr. Benson had a peach orchard adjoining our place and we had to haul the peaches out of there. We would go on the wagon road from there over

to Nursery Road and if we wanted to go out that way, of course, we never did go, because my father always told us, "Don't use that road". we didn't h have any road going through there, only through the field, but you could get out of there if you wanted to, by going through the field.

8. Then you did?

A. But there was no road, it was only a road made by us to haul our stuff and made by Benson to haul his stuff. When we got to the pear orchard and peach orchard, we could go over on his road and go through, which was a road through the fields, the same as you would go out here and make a road through the corn field. This road in question was a gravel road from where we lived out to the road, with the exception of the Robinson property out to the hill. That was level and went on out to the County Road.

9. You testified that while you were on that property, while your father was there, you put up four bridges?

A. If I remember correctly, I didn't say complete bridges, but whatever washed out on them, we had to fix. In other words if the whole bridge washed away, we put up another one. I remember about four times we worked on that bridge, whether it was a complete washout or not I just don't remember. I remember 4 times we were without a bridge going through the branch and they had a big storm; that whole bottom, I have seen the water come within 10 feet of the house in the winter time when the ice and snow would melt and come down, knock trees down and everything.

10. What knowledge have you of the road condition--personal knowledge, of that road condition from 1922 up to 1948?

A. Well I have found it when I went back there hunting and like I said before, we went back in the radio car. In 1951 it was the same. It was rough.

11. Did you go all the way through and cross the bridge at that time?

A. No sir, we stopped right at the stream and Sgt. Praley drove the car. He walked over and got the man and I sat in the back seat. I was in uniform. They were in plain clothes. I took my hat off and hid it so the man couldn't see us and get away because that was an easy spot back there to see somebody and get away.

12. Is ittrue or not, that that house was abandoned and no one in it from 1948 up until it was just recently occupied by another tenant?

A. That I couldn't verify--only on going back there hunting. I didn't go near the house. I could tell sometimes like it was empty, then again it looked like somebody was in it.

13. When you went back to arrest that person was that house an abandoned house?

A. As far as I know, he lived there. That is the information we received and I worked the case and we found that he was there.

COURT: You got the man out of that house?

A. Sgt. Praley got him at that house and he was supposed to be living there.

14. You said something about when Mr. Redin lived on the Sachs property, that there were 4, 5 or 6 cars there?

A. At times; I didn't say all the time. I have seen as high as 4 there.

15. He was Sachs tenant on the 35½ acres, you know that?

A. As far as I know, those cars were around the house--no they were on this side street.

16. Before you get to the house?

A. That's right, some of them had fenders ripped off them; some of them was in use, in other words I imagine it was just one car that they bought; then time they all got there sometimes I seen 4 cars there at one time; that is the most I have seen there. Whether they were all in use or not I don't know because I drove there and tried to turn around and had to back up the road because I couldn't turn around.

17. You were an officer then?

A. Yes, I was police then. I was hunting.

18. Did you make any investigation with respect to these cars--what they were doing there?

Mr. Woelfel: Object.

COURT: He said he never expected that they were stolen cars. What has that got to do with this case.

19. Was there a bridge there at the time these 4, 5 or 6 cars were there?

A. When I was back there at that time that I saw the cars, there was something there, how good it was, I don't know. I imagine it wasn't so good because cars I saw was on this side of the bridge.

20. Do you have any personal knowledge while Mr. Redin was a tenant on that property, the use by Mr. Sachs in approaching that property, the road

over his own property?

A. No I don't, in fact, I don't know Sachs bought it until sometime after that.

(Mr. Woelfel)

1. The bridge that you speak of, this branch, is totally on Sachs property?

A. That's correct.

2. So that when they get as far as the branch they have to leave the County Road, now State Road, and go across the Lichtenberg property?

A. I don't follow you on the County Road; there is a road to the property, that was used to the property; it was never owned by the County as I recollect.

3. I don't say this property, the paved road was a County Road, I mean the State Road which is now Hammond's Ferry Road?

A. Yes, you leave Hammond's Ferry Road and you go all the way across Robinson's place, then, that is to the, I would say, northwest. It leans toward northwest and it hits up with the place just as he stated about a thousand feet from that tenant house. That corner there shows where the line is; the spring is in this corner.

4. Then you had to go totally across the Lichtenberg property?

A. You had to cross the Lichtenberg property to get to the Jankiewicz place to use that road that we use.

(Mr. Clark, Cross Examination)

1. Have you any knowledge of Mr. Sachs having a bulldozer on that property in the last year?

A. No I don't, only by hearsay. I didn't see it.

****

Charles Levitt, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Charles Levitt, Rockview Beach, Pasadena P. O., Anne Arundel County.

2. How old are you, Mr. Levitt?

A. 61, born September 17, 1890.

3. Do you know this property that is in Court today belonging to Edward Sachs, Jr., containing 35 acres, more or less in the Fifth Election District, Anne Arundel County?

A. Yes I do.

4. How long have you known the property?

A. From 1926 to 1935.

5. How did you become familiar with this property?

A. Delivering groceries.

6. For whom did you deliver groceries?

A. Charles Misler.

7. You delivered groceries where?

A. Back on this piece of ground.

8. How did you get back up there?

A. I would go in the Hammond's Ferry Road.

9. That is the State Road?

A. Yes.

10. Where did you turn off?

A. Turned off right this side of another road. If I am not mistaken, it is Twin Oak Road.

11. Over whose property did it go?

A. I don't know who the owner of the property is but I went back there at times. Mr. Redin lived back there, and there was some others back there.

12. You delivered groceries to them?

A. Yes.

13. Did you use the road that is now in dispute?

A. Yes.

14. Did anybody ever stop you from using that road?

A. No.

15. Was the road well-defined?

A. Yes.

Mr. Clark: I have been very liberal with respect to the questions and putting answers in the mouth of the witnesses. I wish Mr. Woelfel would refrain from that.

COURT: YES, Mr. Woelfel. Of course, Judge Clark never does anything like that.

16. What kind of a road was it?

A. It was a gravel road at that time.

17. What did you see besides the gravel that indicated that it was a road?

A. No way in the world to tell it wasn't a road because the way it was situated when you drove into it; there were tracks on either side and what you call a hump in the center of it; there were tracks that kept hitting down on that road at all times.

18. Did it go down across the branch?

A. Yes.

19. Did you go across the branch?

A. Several times I went across the branch and other times after a rain you couldn't go across the branch. You just had to walk around a little way and walk across, you couldn't drive across. Sometimes the bridge would be tore out from the rain; sometimes it wouldn't.

20. Have you ever seen anyone else use that road?

A. Yes, quite a few people I have seen go back in there using that road, sometimes I have had to pull out on the side and let people pass me.

21. Have you ever seen "No Trespassing" signs?

A. No sir.

22. Have you ever seen the road blocked off?

A. No sir.

23. Is there any other road leading from the County Road into that house?

A. If there was, I never knew any other way of getting in there.

24. That existed as far as you know since 1926?

A. From 1926 to 1935 when I was in the employ of Mr. Charles Misler.

25. Have you ever been back in there since?

A. No sir.

(Mr. Clark, Cross-Examination)

1. You say it was from 1926 to 1935?

A. Yes.

2. You delivered groceries over the road leading from Hammond's Ferry Road into the 35½ acre tract in question today?

A. Yes sir.

3. You passed the Robinson house, did you, the little house on the righthand side?

A. I don't know whether it was the Robinson house or which house, but there was a house on the righthand side that I always passed.

4. This road goes right past that house?

A. Yes.

5. Is there any other road that you know of leading from Hammond's Ferry Road to this house you speak of, which we call the Robinson house, except the one you went over?

A. No sir, that is the only road I knew. If there was any other road, I knew nothing about it.

6. You had a great deal of difficulty after you passed the Robinson house getting down the hill toward the branch to the 35½ acre tract up there?

A. There was no difficulty of getting to the branch. Sometimes there was a difficulty getting across the branch at the bridge after a heavy rain when the bridge would get washed out. Then I would have to detour along the bank a little way and go across the foot bridge to get to the house and make a delivery.

7. And that bridge was washed out a great many times?

A. A few times I seen it washed out and again ~~sometimes it was washed out~~ you would come back and it would be repaired.

8. That house you passed, the Robinson place, going down toward that branch was down hill going toward the branch, wasn't it?

A. No sir, it isn't down hill, no sir. It was more of a level stretch than you could call down hill.

9. It was a level stretch from the house you passed going back to this 35½ acres? It was on a level from there down to the branch?

A. ~~It was on a level from there down to the branch~~ I didn't say exactly down a hill; it was more of a level stretch. I never had no trouble getting over it with the Model "T" Ford that I was driving.

10. How often did you deliver?

A. An average of once a week.

11. You spoke of a gravel road, which was that?

A. That was the road that I went across from Hammond's Ferry road clean back to the branch, mostly red clay and gravel.

Marion T. Ford, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Marion T. Ford, Hanover R.F.D., Maryland.

2. You were formerly a police officer in Anne Arundel County?

A. Yes, Lt. Brown took my place when I resigned.

3. How old are you?

A. I will be 56 the 23rd day of this coming November.

4. Are you familiar with this 35 acre tract now belonging to Edward Sachs, Jr. that is in controversy today?

A. Yes, through hunting over there and stuff like that. I used to always hunt back in there.

5. You lived in that vicinity for years?

A. All my life.

6. How did the people get in and out of the house that was on that 35 acre tract to that public road?

A. They went from Hammond's Ferry Road right straight on back, passed what they called the Robinson house, down the road, cross the branch and the bridge to get them over.

7. That is the road that is in question today?

A. That's right.

8. It is now owned by Mr. Lichtenberg?

A. That's right.

9. How far is it from the branch to the boundary line on that road?

A. Which boundary line you talking about?

10. The boundary line of Mr. Sachs?

A. I don't know anything about the boundary line up there at all. I only know where the road was and the branch and we used to go across the branch and hunt in the Fall of the year.

11. Over what period of time have you used that road?

A. Well when I was about 12 years old we started gunning back in there. We would wade the branch and walk in that road, drive in too. I guess from

then up until the present time. It has been about 6 months that I haven't been in there.

12. Since 1908 until when?

A. Up until the present time. I haven't been out there since I see where they took the bulldozer and cleaned it up, the property on both sides.

COURT: You haven't been out there for 6 months?

A. Well a little longer than that. I haven't been back there since last Fall, since the last gunning season.

13. Did you know of any other road that that 35 acre tract had to get to the public road?

A. No sir, that is the only road I knew back in there as far back as you could go.

14. As far as you could go to that house?

A. Yes, there was some field road that they used to haul stuff off the fields, nothing to it. It was all I ever saw around there.

15. What kind of a road was this?

A. I didn't say it was; it was pretty rough I will tell you.

COURT: He means, could you see it?

A. Oh, sure.

(Mr. Woelfel)

1. You couldn't be mistaken that it was a road, could you?

A. Oh no, there was banks where it was cut years ago as far back as I can remember.

COURT: How high are those banks?

A. I imagine winter time this road, probably a little higher than this desk, maybe a little higher than that.

COURT: About five feet high?

A. About four feet, I imagine, maybe a little more, I don't know. Going down hill after you pass the Robinson house there is a sort of cut in the side of the bank there. It goes down hill.

2. How high do you think that cut is in the bank after you pass the Robinson house?

A. I would say about three feet.

3. Did you ever see anybody else use that road?

A. Oh, I have seen people use it all the time. Browns were in there. When I was police I used to have to go in there occasionally, checking up on stuff.

4. Did you ever see anybody stop a person from going down that road?

Mr. Clark: Object.

COURT: Sustained.

5. You and others to your knowledge have used it since 1903 down to 1950?

A. I have used it since I was about 12 or 14 years old and I will be 56 the 23rd day of November.

(Mr. Clark, Cross Examination)

1. You didn't drive in--take dogs in there?

A. It is a good place to hunt. We used to hunt on that bottom land on the branch on the way down.

2. You would just drive in and hunt on the Robinson property?

A. Not on the Robinson property, on the property Mr. Sachs owns at the present time, all through that section there.

3. When there was a bridge there you crossed it?

A. When there was a bridge, we used to cross it, park the car over there in the yard.

4. Frequently there wasn't any bridge there?

A. I don't know here lately. I never paid much attention to the bridge.

5. You say after you passed this house on the Robinson property, you went down the hill to the branch?

A. That's right.

6. How well-defined is that road?

A. Well it goes down to the woods after it leaves the Robinson property; the Robinson property, the house, is right up side of the edge of the woods away from downhill. I haven't been back there since last Fall. I don't know whether Mr. Lichtenberg pushed the trees and all up back around that house or not; I haven't been back that far since.

7. From the Hammond's Ferry Road back to the Robinson house was used also by the Robinson people?

A. Well I don't know; I guess so.

8. It was the Robinson road, wasn't it?

A. I don't know.

9. Was there any other way out from the Robinson house, except over that road?

A. I didn't see any.

10. You never saw any other road leading from the Robinson house on that road, except this road we speak of?

A. That is the only one I see.

****

Smith, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Hanover, Maryland.

2. How old are you?

A. 60 last July.

3. How close do you live to this property in question?

A. I would judge around two miles more or less.

4. You have lived there all your life?

A. Yes.

5. Are you familiar with this 35 acre tract?

A. No sir, I am not. I was in there once. A friend of mine was stuck with an automobile. That is the only time I have been back that far to my recollection. I don't know where the stream is or anything. I don't hunt and I am not familiar with the property.

6. You say a friend of yours was back there with an automobile.

A. Not all of the way.

7. He got stuck and you got him out?

A. No as I remember it broke down or something.

8. When was that?

A. Six years ago or more.

9. You passed the Robinson house?

A. Yes, always has been an entrance in there off Hammond's Ferry Road all my life.

10. What did it appear to be an entrance to?

A. To my knowledge I never went back further than the house; I don't know anything about that part.

11. Did you ever see anybody else use the road?

A. No I can't say I have; I suppose I have.

COURT: When you went back there, could you see the road?

A. Well it was in pretty rough shape.

COURT: Was it a well-defined road, could you tell where it was?

A. It was a rough road; It wasn't well kept up.

COURT: I don't mean well kept up, could you see it?

A. Sure, you could see it.

COURT: Were there any ruts there?

A. There was ruts in there to my memory.

COURT: There was no trouble to tell where the road was?

A. Not at that point, that is as far as I went.

(No Cross Examination)

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Edward Sachs, Sr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Edward Sachs, Sr., Linthicum Heights.

2. You are the father of the plaintiff in this case?

A. Yes.

3. You are the party who purchased the 35 acre tract in 1933?

A. Yes.

4. How old are you?

A. 64.

5. How long have you lived in that vicinity?

A. In 1921 we went over in that one piece, then we moved over on the other road there about three years before.

6. That was about 1918?

A. Yes.

7. Was there a house on that property when you went there in 1918?

A. Yes.

8. Was there any road from that house to the public road?

A. Yes.

9. Where was the road leading from the house to the public road?

A. It leads out to the Hammond's Ferry Road.

10. Over whose property?

A. Mr. Robinson's.

11. Is that the property now owned by Mr. Lichtenberg and his wife?

A. Yes.

12. When you bought the property in 1933 was that the only road there?

A. Yes.

13. How long have you known that road to be used?

A. Ever since I been around there.

14. Did you ever see anybody else use it besides yourself?

A. Yes.

15. Was it frequently used?

A. Yes.

16. Anyone ever stop you from using it?

A. No sir.

17. In 1950, did you attempt to repair that road?

A. Yes sir.

18. What happened when you went over to repair it?

A. Well I had a call a little ahead of dinner time to Mr. Lichtenberg to repair the road and He wasn't there. He was there when I went over. He had a gun hanging on the side of him and he was going to shoot my tires off.

19. He didn't let you repair the road?

A. No sir.

20. He didn't let you on the road?

A. I was already in on it, but he told me if I moved the machine he was going to shoot the tires off it.

21. Then you left?

A. No, I moved the machine; I came on out and I didn't bother to repair the road.

22. You didn't make any disturbance?

A. No sir.

23. What happened since that time to that road as far as Mr. Lichtenberg is concerned?

A. I think Mr. Lichtenberg has hauled gravel out of it.

24. Hauled gravel out of there?

A. Yes sir. Some gravel got in the road and blocked the road until you cannot use it. Of course, it could be easy knocked down again. There is some gravel piled there. You can't pass it. The road goes down through the woods. There is a bank I suppose about four feet high on each side of the road. It goes down through the woods there. There is a high bank on each side. Someone has got gravel down below there. That's what it is. Whether he just dumped gravel on the road and there is a load or two gravel dumped on the side of the road.

25. It is dumped so you can't go past this gravel?

A. Yes sir.

26. If that gravel were moved, though, you could go through?

A. Yes sir.

COURT: As a matter of fact if the gravel were spread out it would improve the road, wouldn't it?

A. Yes sir, that is what I wanted to do. As a rule water going down the road will pile it up and keep it from going out.

COURT: The ditch on the side was cut?

A. Yes sir.

COURT: So when you have a road going downhill, a dirt road, you always have a cut, don't you?

A. Yes sir.

COURT: How much of a cut is on this road?

A. It is different, 3, 4, 5, 6 feet, different cuts where it is washed out.

COURT: What is the deepest?

A. I haven't been in the road lately; we always went down with a machine; it wasn't too deep.

COURT: Was the cut as much as 3 feet?

A. Oh, yes sir, on the side of the banks.

COURT: What was the least cut?

A. Six inches;some places it run out to nothing; then you will hit another bank where it is cut again.

27. Where did this road lead from?

A. From the Jankiewicz property out to the Hammond's Ferry Road.

28. Over whose property did it go?

A. Mr. Robinson's as far as I know.

29. That is the property Mr. and Mrs. Lichtenberg own?

A. Yes.

COURT: Has that road been used ever since you knew the property in 1918?

A. Yes sir. I

COURT: IT has been used ever since?

A. Yes sir.

30. Did you ask permission of anybody when you owned it since 1933?

A. No sir, they used it before I ever owned it and I just continued to go on out it.

31. How far is that stream where the bridge is to your dividing line, the approximate distance?

A. I would say it might be 500 feet.

32. Anyone stopping the car at the bridge who had gone all the way across Robinson's place would be on your property?

A. Yes sir.

COURT: You don't know how long the road has been there?

A. I am sorry, but I know Mr. Frank Burgess used it right smart up and down there.

COURT: What period did he use it in?

A. Well he has been around that way all his life.

COURT: How old is he?

A. I guess he is in his 70's.

COURT: Well hs is still not too old?

A. No sir.

COURT: You don't know how long he has been using it?

A. No sir, I don't.

(Mr. Clark, Cross Examination)

1. You own the farm adjoining this 35½ acre farm?

A. Yes.

2. You live on Nursey Road, your home is on Nursery Road?

A. Yes sir.

3. How far is that from the house on the 35½ acres?

A. I suppose it must be about a mile.

4. In going from one to the other how did you travel?

A. Well I never had much occasion to go down to the other one, but I had most of the place pastured off for cattle and I would have to open several gates and I would have to drive around the hill to get down to the place, right on this side of the house is a good-sized hill; I mean a real-sized hill.

5. In going from your house to Nursery Road then over to the 35½ acre tract, you had no road?

A. No sir.

6. If you wanted to use an automobile then how did you go?

A. I would go around and come in the other way, go right on down Nursery Road to Hammond's Ferry Road.

7. How far is that?

A. Well I guess it would be about two miles, a mile down and a mile back.

8. Then from Hammond's Ferry Road up and into the Robinson Lane was how far?

A. That is what I am speaking of, a mile down and a mile up.

9. You go in the Robinson Road past the Robinson house?

A. Yes.

10. Down through the woods there is a down grade there?

A. Yes.

11. It is very rough, isn't it?

A. Yes.

12. To the branch?

A. Yes.

13. Then there is a bridge there to cross the branch?

A. I didn't trust that bridge, I walk.

14. You didn't trust the bridge?

A. No I just stop there at the bridge and walk across. It was only, I would say, the house would be about 75 feet from the bridge.

15. That road from Hammond's Ferry Road to the Robinson house was a very old road, wasn't it?

A. Yes sir as far as I know.

16. As far as your recollection serves you that road from Hammond's Ferry Road into the Robinson house was the same road used by those coming out of the 35½ acre tract?

A. Yes sir.

17. You say you have lived in that vicinity since 1918 only?

A. Yes.

18. Where did you live before that?

A. Baltimore.

COURT: Let the record show that counsel for the defendants asked the court to look at the property and counsel for the plaintiff would be very glad to have the Court do so.

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DEFENDANTS' CASE

Thomas W. Shives, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. State your name?

A. Thomas W. Shives.

2. Where do you reside?

A. Ferndale, Anne Arundel County, Maryland.

3. What is your occupation?

A. Surveyor.

4. Look at this plat I show you and tell the Court whether you made that plat?

A. I made the plat and someone has put the location of two houses on it since that time; the balance of it is my work.

5. With respect to location of the two houses, have you any information to give with respect to their location so you can say whether that is the correct location?

A. No I don't.

Mr. Woelfel: What would be the purpose of the map; it doesn't show a road, and he didn't put the houses on there. I don't know what the purpose of the map would be.

COURT: Let me see it. This doesn't help me a bit.

Mr. Clark: The purpose of this map is to show the perimeter of the Robinson property now owned by Mr. Lichtenberg, that is the purpose of it and it is the property that is described in Defendants' Ex. 1.

6. Would you be able to show the relative location of this property to the one on the board?

A. That is the Sachs' property on the board.

7. Please indicate on the board just where this property adjoins the Sachs' property?

COURT: What you have drawn on the black board is what you have got on the paper. This road doesn't go to the 36 acres, does it?

Mr. Clark: Not the road, the branch goes all the way through there.

COURT: The road only goes through the 25.6 acres?

A. That's right.

8. You are not able to locate the house?

A. No exactly, no.

9. Did you observe in making your survey a definite branch called in the records the Calloway Branch?

A. Yes I did.

10. Could you outline that on the board, the course of that branch?

A. Roughly.

11. Now that branch goes all the way through the 35½ acres.

A. I presume it does, I didn't follow it all the way up. It goes to the north, I presume, it has to go through that tract. It flows in this direction.

Mr. Clark: We will put this in evidence for whatever it is worth.

Mr. Woelfel: We object.

COURT: SUSTAINED.

12. Did you observe in making your survey the roads on these properties?

A. Yes I did.

13. What did you observe in running the rear line of the 25 acre tract?

A. We established one of the corners of the tract and it was located on the northeast side of the road. It wasn't a very well-defined road at that particular point, but you could see where automobile tracks had been made through there at one time.

14. Did you observe the road from the Robinson house out to the Hammond's Ferry Road?

A. Yes I did.

15. Did those two roads connect at the Robinson house?

A. Yes.

16. So one was a continuation of the other?

A. That's right, when we found the road we had all of our equipment in there. We walked out of the road to Hammond's Ferry Road to get my car to bring it back to pick up the equipment we we wouldn't have to carry it; it was in January and the road was very muddy and I could only get in as far as the Robinson house. We had to walk the rest of the way with the equipment that we carried.

17. Did you ever attempt to navigate that road beyond the Robinson house?

A. No because on that occasion I was stuck at that point. We had to have help to get the car out.

18. That was in January?

A. Yes and it was very muddy.

19. When you observed that, the lines of the road through the woods over

the Robinson property down to the branch, did it have the appearance of a new road or an old road, what did it look like?

A. It appeared to have been a road that was used extensively at one time, but which had not been used for a considerable period; it was fairly well grown up with bushes on the side of the road overhanging it. I wasn't sure even that it was a road until it went up about half way up the hill. The cut was about three or four feet deep; it was very evident at that point that it had been a road.

COURT: You say the cut had been about 3 or 4 feet deep, that would indicate very strongly that there was a road, wouldn't it?

A. Yes sir.

20. You say except for that cut you probably wouldn't have known definitely that it was a road?

A. No sir on the lower level as it went through the cut it was in the flat land along side of the stream and it wasn't very well-defined. Over a period of a few years the undergrowth grew up until it was hard to see.

21. The old road as you observed it, the trees and brush had some age to them?

A. I would say at least--

Mr. Woelfel: Object to leading questions.

COURT: You say a few years, what do you mean, 2 or 3 or 4?

A. Two or three I would say.

22. This survey was made when?

A. It was started in January 1949; it was completed in February.

(Mr. Woelfel, Cross Examination)

1. Did you see any other road that led back to that 35 acre tract?

A. No I didn't.

2. As a surveyor then, you were satisfied that there was a road that led there from the public road to the house, weren't you?

A. I had no occasion to go to the house. I was in on the property; I was surveying; I wasn't close enough to the house to know if there was another road or not; the house is several hundred feet over on the adjoining property.

3. Did you go down to the stream?

A. Yes I did.

4. How far is the stream from the boundary line?

A. Approximately 2 or 300 feet.

5. 300 feet on Sachs' side?

A. That's correct.

6. So if a car went down to that stream it would still be on Sachs' side, wouldn't it?

A. That's correct.

7. Tell the Court where you thought that road would lead when it left Robinson's house and went down to the branch?

A. I assumed that it went to the house.

(Mr. Clark)

1. There was no other road leading from Hammond's Ferry Road to the Robinson house except this road which you spoke of?

A. I never saw but the one road.

(Mr. Woelfel)

8. That is the road that joins up with the road that went down to the woods?

A. That's correct.

COURT: From the time you leave the Robinson house to the time you got to the Sachs property you didn't have to go on that road to get to the Robinson house, did you?

A. I don't quite follow you.

COURT: From the time you left the Robinson house to the time you got on the Sachs property you didn't use that road for the purpose of getting to the Robinson house, did you? You only used it to the Robinson house until you got there, didn't you?

A. Yes.

COURT: And from that point on if it was used at all it went to the Sachs' house, didn't it?

A. Yes.

(Mr. Clark)

1. Anyone using that road coming up from the 35½ acre tract across the branch and up to the Robinson house, could the County road or the Hammond's Ferry Road be reached without going over the Robinson road?

A. Not after you reached the Robinson house.

Joseph Jankiewicz, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. State your name?

A. Joseph Jankiewicz.

2. Where do you live?

A. I live 219 N. Collington Avenue, Baltimore, Md.

3. What is your occupation?

A. I am a painter for Eastern Venetian Blind Co.

4. What was your father's name?

A. Frank; my mother's was Katherine.

5. Do you know whether that is the Frank Jankiewicz who sold the 35½ acre tract up in the Fifth Election District to Mr. Sachs?

A. My father sold the place; I was 16 years old, so I don't remember that far; we move out of there; we were living there; I was born in the city and was raised down the country; we lived there 1898 to 1914.

6. 1898 was the time your father purchased the property?

A. Yes.

7. How long did your father live on that property?

A. 14 years.

8. He lived there when?

A. Until 1914; I was about 16 years old.

9. Is your father living now?

A. No my father is dead; so is mother; my father died January 4, 1946 ; mother died in 1931.

10. Did you have occasion to return to that property for any purpose after you went to Baltimore?

A. No sir.

COURT: You haven't been back since?

A. No sir.

COURT: You haven't seen that property since 1914?

A. I left 1914. We only went down sometimes on Sunday, go and come back, but we didn't do nothing.

COURT: When was the last time you saw the property?

A. About 10 or 15 years ago.

11. Your father sold the property in 1933, do you know personally what use your father made of that property between 1914 and 1933?

A. Yes, my father was doing some farming.

12. Between 1914 and 1933?

A. He had renters there; I couldn't remember who he rented to. When I got married I went to myself, my father was for himself.

13. Tell the Court all about how your father got in and out of that property of your knowledge?

A. When I was a kid when I was down there, I remember when I was 10 - 12 years old, my father told me it was, talking between themselves, they was going to do some farming, they built a bridge down there, and that road was bad down there; it wasn't a road from Robinson place down to his place, it was just a path, like a ditch down there, so we fixed up that road every time a big storm come up; then when we have some crops to take out, we got to take up the hill, take half and leave it there, and then my father take horses, hook to them, and take the road to the city; that was the only way to take the stuff out of there. He lost six horses down there because it was an awful hill to pull up.

14. Do you know whether that road was there when your father bought it or did you cut it through?

A. My father told me--

MR. Woelfel: Object.

COURT: He hasn't got any right to say what his father told him.

Mr. Clark: Aren't declarations of that type--

COURT: I don't think they are. I don't think a man can sell a property and then go around destroying the title that he sells. I think that is a good law. That is what you are asking this man to do. The man's father sold the property; now you ask him to destroy the very title that his father sold.

Mr. Clark: The question is in order to find out something more about the road we are talking about.

COURT: I will admit it subject to exception and see what he has got to say.

15. You made this road, and why?

A. He was always talking with my mother when they moved down there, it was only a path and he went to move down there, and after awhile he fixed that road because it was nothing but cobblestones washed from there, and after awhile was no bridge there, so then he has got to build a bridge later on; that is when I remember, in my teens, when I move down there, was no bridge down there.

16. What if anything did he say about going up to the Robinson property?

A. He got permission to go from--

(Mr. Woelfel, Cross Examination)

1. Were you with him?

A. No, my father told me

Mr. Woelfel: Object to that.

COURT: I will admit it subject to exception.

(Mr. Clark)

17. It was from the 35 acres to the Robinson house up on the hill that was a path? Then there was a widening there at the Robinson house to the Hammond's Ferry Road?

A. Yes.

18. You attempted to say something about your father getting some sort of permission from Robinson and you were interrupted, finish that statement?

A. My father always was talking, that is what I understood. He ask Mr. Robinson can go through his property from his home to the hill to his house to that Hammond's Ferry Road. Then for that permission to be given after the road was bad, we fixed the road on the way up to the Hammond's Ferry Road. It was cut down there with mud. We fixed that road for a favor because he let them go through. That is what my father was always talking about.

19. Was that road already there, or did he cut it through?

A. He cut it through; it was like a path.

20. He cut that road through from the branch up to Robinson's?

A. That's it.

21. Then after you got up to Robinson's property what did you do, how did you get out from there?

A. From front his house; past his house. That is the way we used to load up wagons up on top the hill.

22. You loaded them up on top of the hill?

A. Yes. Half we took up and leave it there and another half we left it in front the house; then to the city, both of them.

23. Why was that?

A. Because couldn't make it with the horses, was too big of a hill and it was too rough; the road wasn't no good.

24. You knew all this after you became old enough to understand?

A. Yes.

(Mr. Woelfel) (Cross Examination)

1. How old are you?

A. I am 53, born 1898, July 15.

2. You were born the year your father bought that property?

A. I was one month old.

3. As far as you can remember, not what your father said, how many roads did you see leading from that house?

A. Just that one path.

4. Did you ever ask your father if he bought a piece of property, the 35 acre tract, if it only had one path to it and he had to ask permission to get out of that path. Did you ever ask your father that?

A. There was talk about it. I never asked him; I was too small.

5. What occasion was it you heard him talking about it, asking Mr. Robinson to let him out?

A. They was talking.

6. When was it, what year?

A. I don't remember I was about 10--12 years old, maybe 13, ~~xhoxknowsxhx~~ you know how it is in a family.

7. You don't remember whom he was talking to?

A. Between themselves, between the family.

COURT: How did your father get in there the first time he went there?

A. How did he get in there; I guess with a wagon and horse.

COURT: He had to go over this road, didn't he?

A. I guess so because he moved down there.

COURT: There wasn't any way for him to move except over this road, was there?

A. It was like a payth.

COURT: It was like a path or it wasn't, he had to use it, didn't he?

A. Yes.

COURT: There wasn't any other road, was there?

A. No, there wasn't any other road.

Mr. Clark: He was only a baby then.

COURT: He was only 16 when he heard all this permission business too.

(Mr. Woelfel Cross-Examination)

1. When did you move off that place?

A. 1914 when I was 16 years old.

COURT: That road was there long before your father went there, wasn't it?

A. No sir, it was only a road to the Robinson house.

COURT: There was a road back from the Robinson house to the other house, wasn't there?

A. It was a path. That is the only way I heard it. That is the way they told me, it is only a path.

COURT: Couldn't you see where the road had been cut through?

A. No sir.

COURT: Couldn't you see the banks on the side of the road?

A. No. On the side it was like a bank 3 feet high.

COURT: how high were the banks on the road?

A. 3 or 4 feet high.

****

Jesse Redin, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. What is your name?

A. Jesse Redin.

2. Where do you live?

A. Linthicum Heights, Md.

3. Where in Linthicum Heights?

A. On the old Robinson place.

4. You occupy that house now known and spoken of today as the Robinson house?

A. Yes.

COURT: In other words, you are Mr. Lichtenberg's tenant now, is that right?

A. Yes.

COURT: Before that you were Mr. Robinson's tenant?

A. That's right. I moved there while Mr. Robinson owned it before Mr. Lichtenberg bought it.

5. When did you first move there?

A. I moved there first in 1930.

6. Who was your landlord?

A. Miss Robinson.

7. Helen Robinson?

A. Helen Robinson tended to all the business because Mr. Robinson was a cripple.

8. Where did Miss Robinson live?

A. 2707 St. Paul St.

9. You paid rent to her?

A. Yes.

10. You were there from 1930 until when?

A. Until 12th day of January 1935.

11. There is a road leading in from Hammond's Ferry Road to this Robinson house in which you live, is that correct?

A. Yes, there is a road leading in but I had a hard time finding it when I rented the place; it was all growed up.

12. Much has been made of the continuation of that road past the Robinson house down through the woods across the branch to the house on the 35½ acre tract, during your stay of 5 years in this Robinson house, tell the Court what use was made of the road from the Robinson house back to the branch?

A. Well I am afraid you ask me a question I can't tell you. I didn't see it. I used it no more than walking, maybe in summer times would be an auto-

mobileor something would go down there and come out, maybe it wouldn't, during the 5 years I lived there.

13. In 1935 where did you go when you left the Robinson house?

A. I moved down to Mr. Sachs place; that is on the 35 acres.

14. You moved into that house?

A. Yes.

15. Mr. Sachs, according to the records, owned the property at that time?

A. That's right.

16. Mr. Sachs, Sr., was your landlord?

A. Yes sir.

17. Then you paid rent to him?

A. I paid it to his wife.

18. How long did you live there up until when?

A. July 1948.

19. From 1935 to 1948 for 13 years?

A. Yes sir.

20. Tell the Court in your own way, how during all this period, you got in and out of that property?

A. Well I got in very easy, but I tore up 3 automobiles and a truck. They were the ones Mr. Brown said were setting at the bridge. The mud wasn't much to start with but when I moved there, the boys put a top--

(Mr. Woelfel, Cross Ex.)

1. Who are the boys?

A. My sons; on top of these hills for me to get down. The water washed thataway. I don't say exactly how long. It stayed there because I didn't pay very much attention to it, so in '42 Mr. Sachs brought some car chassis down there and some stones. My son come from over in Japan, the first part of '48 and he built the bridge with these car chassis there. I ~~gen~~ bought 2 x 8 timber to put on it for to move out from there.

(Mr. Clark)

21. For to move out? What I want you to tell the Court is all you know about how you got in and out of that property over these 13 years?

A. I got out to the Hammond's Ferry Road by walking.

22. Did you have any conveyance of any kind?

A. I had an old car but I never had no tags for it; I used to drive that to work from the house I lived in on Mr. Sachs place across the field to his house sometimes.

23. You say you got out that way by walking to the Hammond's Ferry Road?

A. Yes.

24. Over these 13 years you were a tenant in that place on the 35 acres?

A. Yes.

25. What automobile or wagon tracks was there between the house you lived in and this road over the branch?

A. Well there wasn't no wagons in that that I know of.

26. Any automobiles?

A. Now and then one would come in during the summer months.

27. How far did they come in?

A. To the branch.

28. You got out, you say, by foot?

A. Yes.

29. In both directions or just Hammond's Ferry Road direction?

A. Well both directions mostly.

30. You were a tenant of Mr. Sachs?

A. Yes.

31. How did you get over to Mr. Sachs from your place?

A. Well I walked; sometimes I would drive that old car.

32. Over to the Sachs farm?

A. Yes across the field.

33. Did Mr. Sachs ever come down to this 35 acres in that way?

A. Yes I have seen him come down there that way.

34. Have you told the Court all that you know about the use of that road over the branch during those 13 years; no more use made of it than what you have told the Court?

A. Not that I know of.

35. With respect to the use of the Robinson property was any question ever raised about the use of the Robinson property?

A. Yes.

36. Tell the Court about that?

A. They stopped me from coming through there once.

(Mr. Woelfel, Cross Ex.)

1. Who stopped you?

A. The fellow who lived in the Robinson house.

COURT: Who was he, a tenant in the Robinson house?

A. He was the tenant in the Robinson house. He was an old Spanish American Veteran. He was just living there by himself.

(Mr. Clark)

37. That was after you moved out of there in 1935?

A. Yes. He tried to stop me so Mr. Sachs and Mr. Ed Hill went over and got after him and he caused me some trouble afterwards so I went to Miss Robinson myself and she wrote him a letter and whenever I wanted to come through there after that he let me come on.

COURT: Did you see that letter?

A. No, just she come down and told me.

COURT: Strike it out. This is double hearsay, not only hearsay.

Mr. Clark: I am trying to get all of the information about that road.

A. I have told you all I know. I had no occasion to use it. I had no car to drive.

COURT: Well you walked over it many times yourself, didn't you?

A. Yes, I used the path through the woods, I cut an extra path that wasn't muddy.

38. To what extent, if any, did Mr. Sachs come around through the Hammond's Ferry Road and across that bridge to see you, if at all?

A. He come down the day I had a sun stroke. He brought me down to the bridge and taken me up and laid me down in the yard and then he went back. He come down several times after that.

COURT: When he did that, he came in through the Robinson place, didn't he?

A. Yes.

COURT: When you moved out, you moved out over this road we are talking about, didn't you?

A. Yes.

COURT: And you fixed the bridge in order to do it, didn't you?

A. Yes.

COURT: You drove right out across that road, didn't you?

A. No, not the regular road. I cut a road around the branch and came up the road that went to the Robinson spring.

COURT: Looks like I am getting in deep water here.

A. Well the roads don't show that I cut.

39. Did you ever go over any other road from there to Hammond's Ferry Road?

A. Yes, once or twice. There was a road leading up to the old Cole place. That is from down in that branch, it went straight up the hill, the whole road went up by the Cole's place that Mr. Sachs now owns.

40. Does Mr. Sachs' property run down to Hammond's Ferry Road?

A. Yes.

41. You are telling the Court you went over Sachs property on another road?

A. Yes.

42. How did you do that and where is that?

A. About twice.

(Mr. Woelfel, Cross Examination)

1. You say you only had one car while you lived there. How many did you have while you lived there?

A. I owned a half a dozen I reckon. They was no good. I bought them for junk.

2. Where did you put them?

A. I tore them up and set them out there at the bridge.

3. How did you get them on the bridge?

A. Down to the bridge. I come down to the woods with some of them.

4. Did you come down across Robinson's, past Robinson's house on that road?

A. One or two of them I did. They are the ones the police said they saw down there. They were the ones and they are still setting up the house now.

5. Didn't you have some daughters while you were living back there?

A. They didn't have nothing to do with this property.

6. Didn't you have some daughters living there?

A. That don't interfere with this.

7. Don't you have some daughters?

A. I have children.

8. Didn't their boy friends come back there to visit them?

A. No, they was too young.

9. How old is your oldest daughter?

A. My oldest daughter--two of them was married when I left there. There was only two that was old enough.

10. Then you did have some old enogugh to get married. How did the husband get there?

A. My boys come in before the other girls.

11. You said your two daughters were married while you were living there?

A. One was married before I went there, one was married after I moved there.

12. How did their boy friends come to visit them when they came there?

A. I guess they walked across this road past the Robinson house.

13. Whom did they have permission to go down there?

A. I don't know, wasn't nobody living there at the time.

****

George Vernon Snyder, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. What is your name?

A. George Vernon Snyder.

2. Where do you live?

A. Hammond's Ferry Road, Linthicum, Rainor Heights.

3. You are a brother-in-law of Mr. Lichtenberg's, aren't you?

A. Yes.

4. How long have you lived in that community?

A. Since July 5, 1917.

5. You have heard some of the testimony this afternoon?

A. Yes.

6. You never lived on the Robinson property?

A. No.

7. Or on the Sachs property?

A. No.

8. What knowledge, do you have, if any, on the road situation on those properties?

A. Well as a kid I used to hunt around through there; I still hunt around through there. When I was going to school during vacation time I used to go on that branch and catch minnows and go fishing with them. I used to visit some Finnish people that lived down there. I went to school with the children. They moved in there after Browns moved out. I used to go down and visit them. ~~They were living on this 35 acres belonging to Mr. Sachs~~

9. They were living on this 35 acres belonging to Mr. Sachs?

A. Yes, that house by the stream; I didn't know who it belonged to.

10. What is your knowledge with respect to that road leading down from what is known as the Robinson house? Do you know where that is?

A. Yes, down the stream, well, the road, as long as I can remember was always a road down there, but it was always in bad shape. Today, I imagine, it wouldn't be passable with cars we have today, but I do know that old cars that was high could go up and down that road.

COURT: How old did you say you were?

A. 41.

COURT: You have been able to remember this road then for at least 30 years, wouldn't you?

A. Yes sir.

COURT: You know then that there has always been a road there?

A. To my recollection, yes sir.

11. Has this road always been open or has it been closed and blocked?

A. It used to be another road at--

Mr. Woelfel: Object to the answer. He is not answering the question.

A. In the winter time that road was hard to pass on. There used to be another road that went through this farm. That is the farm that Mr. Sachs owns now. It is right next to this property that Mr. Lichtenberg bought.

12. On Hammonds Ferry Road?

A. That's right, used to be a road come up through the woods just like a path, not like a path, like a wagon road. Sometimes they used to travel that way. People that lived down there when it was too muddy to go up this other one, then going back over the hill there is a road through the field, that was like a wagon road going back to the river road. I don't know whose property that went to; I think a couple of these properties come out on the river road. They are the only three roads that I know of coming into the property.

13. I think my question was whether you knew of any block being thrown in those roads?

A. I remember back I think it was in '24, '25 we saw prohibition agents. We were under the bridge when they were on the property. There was 4 of us kids. We followed them in there right as they passed the Robinson house, they tried to run us back and when we passed the Robinson house, there was a log across the road, the log had a chain on it with a sign hanging on the chain "Private Property, Keep Off". They stopped their car and went down through the woods and we followed them and they blowed a still up down there. The most trouble they had was running us kids away. It was 4 of us together. That is the only time I ever know the road being blocked.

14. Was that on this side of the branch, where was that?

COURT: I think we are wasting time on it. There is very strong evidence there is a road there. If there hadn't been, they wouldn't have had to put a log across.

15. What do you know about the bridge situation?

COURT: When was that they put the log across the road?

A. That was in '24 or '25, I was about 14 years old then.

16. Tell the Court about the bridge; was it possible to get from one of these houses to the other without crossing the bridge?

A. Yes sir.

17. How?

A. You could go right across the stream.

18. You mean wade over?

A. No there was a road that you could go right across with a wagon.

COURT: In other words there is a ford there, you could ford the stream?

A. Yes, and down a little further they had a bridge across there. Water used to wash it out quite a few times.

COURT: Back in the old times you used to use the ford and drive through and then they commenced to put on a little more style and build a bridge across?

A. Yes.

19. Do you have any knowledge of whether that road was discontinued at any time?

A. Discontinued at any time?

20. Up to what time was that road used to your knowledge?

A. Oh it was used off and on as long as I can remember. The other that come through the farm was discontinued a long time ago. I guess I can just about remember when it was just a few tracks down there. This road here, as long as I can remember, was a rough road, just an old country road.

21. Was it at any time safe to go over that road?

A. Not as I

22. Was it safe?

A. ~~Xxx~~ At no time, because it was full of ruts.

COURT: Well they used it, didn't they?

A. Sure, they used it.

COURT: Well if you are poor enough and don't have anything else to travel over you have to travel over a rough road, don't you?

A. Yes.

COURT: Everybody can't live out on the boulevard, isn't that right? You would have to travel that road?

A. Yes, you had to travel that one or travel through the fields.

23. We are talking about from the Robinson house down to the branch, across the branch to the Sachs house, from the Hammond's Ferry Road into Robinson house?

A. Right.

24. How old is that road to your knowledge?

A. Ever since I can remember.

(Mr. Woelfel) (Cross Examination)

1. It continued on from the Robinson house down to the Sachs house?

A. Down to the Sachs house.

2. The time the bootlegger blocked it, it was between the Robinson house and the Sachs house?

A. It was right at the edge of the woods.

3. The Robinsons never blocked it off?

A. I don't know who blocked it off.

****

Lawrence Kenneth Griffin, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. What is your name?

A. Lawrence Kenneth Griffin.

2. What is your address?

A. Medora Road, Linthicum Heights.

3. What is your occupation?

A. Plumbing contractor.

4. How far is your road from this Robinson property?

A. I would say about a half a mile, less than that.

5. What is your age?

A. 36.

6. How long have you know that Robinson property?

A. Ever since I have been a boy running around hunting, fooling around the woods.

7. Did you fool around the woods on the Robinson property very often?

A. Yes sir, quite often.

8. Tell the Court in your own way what you know about that roadsituation between these two houses?

A. As far as I know we went hunting there around '32, '33; as far as you could get with an automobile was just a little on the side of Robinson's house, the first house, you couldn't get down into the woods on account of washouts. It was all grown up and muddy and you couldn't get any

further. We used to leave the car parked there, and go on down to the woods, go gunning, comeback up and get out. We had a hard time to even get out that far through the field.

9. How long did that condition continue to your knowledge?

A. Well we used to walk over there before that and go gunning when I was about 14, 15 years old. You could never see how an automobile could get down there in the woods into these washouts because the sidesof the banks was washed out and

COURT: Did that road have cuts on it then?

A. Yes.

COURT: How deep were those cuts?

A. I would say 3 - 3½ feet in places.

COURT: The road has been there sometime, hasn't it?

A. I guess the road has been there sometime. It is like in a ravine and it washed out into a river more or less. I don't think actually the roa d was put there with a buldozer or anything like that.

COURT: WEll they didn't have buldozers in those days.

A. I know that.

COURT: They just simply built a road by driving over it, didn't they?

A. I guess so.

COURT: And gradually it cut down when they went downhill it cut further there, didn't it?

A. Yes. If you would see the property up there you would see what I am trying to explain. It was a washout more or less.

COURT: I understand that but just because this is a poor piece of property apparently there isn't any reason why it shouldn't have a right of way to it.

A. That isn't for me to decide.

COURT: it is for me to decide that he can't have a right of way because it is a poor piece of property.

10. What is your knowledge with respect to that bridge?

A. I have never seen a bridge down there. When I was down there I have never seen a bridge.

COURT: You haven't been back there for some years?

A. Not lately, I haven't, not for about 7 or 8 years now since I been back.

11. Prior to that time?

A. I have never seen a bridge there.

12. If it had been there, you would have seen it?

A. If it had of been there I would have saw it, yes sir.

13. How often did you go back there?

A. Two or three times a year in gunning season in September; in September it used to be squirrel season, used to go back there a couple of days; then around November and December and a lot of times in the summer, we would walk back in there but I have never seen a bridge. If there was one I would have seen it.

(Mr. Woelfel, Cross Examination)

1. Where did that road lead to from Robinson's house, where did it go to?

A. Down the hill.

2. To where?

A. I think to that other house.

3. How did it get across that stream?

A. I don't know, walked right through the water, I guess.

4. What did you say your occupation was?

A. Plumbing.

5. You do Mr. Lichtenberg's contracts?

A. I do some of his work; for mostly anybody I come in contact with.

****

Jerome M. Lichtenberg, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. What is your name and age?

A. Jerome M. Lichtenberg, age 43, residing at Linthicum Heights.

2. What is your occupation?

A. Land developer and builder.

3. You are the defendant in this case?

A. Correct.

4. You recently purchased this 97.7 acres from the Robinson estate?

A. I made a contract in January 1949 to make this purchase with John R. Norris, the Trustee of the Robinson estate.

5. How long have you lived in that area?

A. 22 years.

6. Who owns the property across the road from there?

A. I own the property on the east side of Hammond's Ferry road across from this.

7. Your residence is there?

A. My residence is there.

8. How long have you been residing right across the road from the Robinson property?

A. Since November 1946.

9. Is the entrance to the Robinson house or the land or road that leads into the Robinson house, is that in view, visible from where you live?

A. That is visible from my home.

10. Is it almost exactly across the road?

A. No it is more or less on a diagonal to the center.

11. How far out of line, the road that leads into your house and the one that leads into the Robinson house, how far apart?

A. Approximately a hundred feet. One comes out on the west side; one goes in on the east side, about one hundred feet to the center.

12. You are in a position to observe persons going in and out of that road?

A. Not the entrance on the Hammond's Ferry Road, but after you get back x there about a hundred feet to the west of Hammond's Ferry Road, I can see the whole view of the property; there is a house on the southwest corner of John North which my road is located on and that house would block the entrance of this road for about a hundred feet distance in off the Hammond's Ferry Road, but after that hundred feet I have a view of the whole property.

COURT: You have been there since 1946?

A. November 1, 1946.

13. Have you observed the traffic on that Robinson road?

A. I have quite often.

14. What traffic has been on that road leading to where if you know?

A. The road leads to the old Robinson house, which is tenanted at the present time by Mr. and Mrs. Redin and the only traffic is my own traverse of the road, plus a son-in-law, as I understand it, of Mr. Redin going into the Redin house. There has never been anyone else to go back in that road except during January 1950 I was working on the land close to my home and one of my men told me that there was a road patrol cutting a road through this property and I said, "Well how long has it been there?" and he says, "Well it has been back in there about two hours now." I looked at my watch and it was exactly five minutes after 12. I walked down there across my field and crossed the Hammond's Ferry Road into the other property, and I seen where some kind of a machine had made a cut and I went back and I followed the cut and the cut went all the way down to this proposed bridge that every one spoke about. There was no bridge but there was two concrete abutments there with an old chassis frame of a car laying across it and this cut was all the way down to there. They had went all the way down and turned around and came back and made another cut and parked the machine about 150 feet to the west of the Robinson house and when I seen the machine there, there was no one around, so I immediately went back home. I did walking all this time. I didn't ride my car. I called the Police Department and made a complaint that someone was cutting through my land, and they sent an officer by the name of Arthur up there and he said--

COURT: We don't want to go into that. Just tell what you saw.

A. The machine had snuck up to my --

COURT: I am not interested in that.

15. Was Mr. Sachs there at that time?

A. He wasn't there at that time while I was talking to the policeman. I had sent for Mr. Sachs and another boy that worked for him and he said, "What's the trouble?"; and I said, "Is this your machine?"; and he says, "Yes" and I said, "What are you doing?" and he says, "I am cutting a road in here".

16. Was that Sachs, Sr. or Sachs, Jr.?

A. Sachs, Sr. I said, "What business do you have cutting a road through my

land?"; and he said, "Well it has always been a road here; I am just making it wider." "Well, I said, "You have no reason to cut a road through my land without permission", so I told the police, I says, "I would like to have this machine moved." He says, "I am not going to move the machine." I said, "If you don't move the machine, I will blow holes in the tires." It had large rubber tires on it. So the police said, "Mr. Sachs, you better move the machine" and Mr. Sachs moved the machine.

COURT: And so you wound up down here.

A. I would up down here right after he moved the machine. I put blockades up and closed it. It wasn't but about two months later I got a Court Order to tear them down. I had just put them up. They were up the day Mr. Sachs left there.

17. You bought this property under the deed as shown in the record as an absolute grant without any restrictions?

COURT: You can't prove that, Judge.

18. You have lived in that community for sometime. Tell the Court what knowledge you have of that road situation if any prior to 1946 when you moved right across the road from the Robinson house?

A. My recollection of all that property through there goes back to when I was about 16 years of age. I lived in the southwest section of Baltimore originally and have been raised in Anne Arundel County. I used to come out there to watch football games on Sunday. It was in 1925 that we went back in there. It had been dammed up and the boys used to go swimming back there in this dammed up stream. Trees had been cut down, they were criss-crossed like this on this side of the road and another kind criss-crossed on this side of the road and a log was laying in those prongs this way and on that log was a chain come down and held it and a sign saying "Positively No Trespassing". I understand later, that they broke up a still down in there. The road at that time was definitely closed and I have been back down in there time and time again long before I owned the road to go hunting and when I was down there, I don't see how a horse or mule or wagon could get through it until

Mr. Sachs cut through with his road patrol.

19. Before you bought this property, did you go over and inspect it?

A. I went all over it.

20. Did you see any traces of an old road?

A. There were traces of an old road, but it certainly had all the appearances to me that it was long abandoned.

21. Was it overgrown?

A. It was grown up with brush; in fact Mr. Sachs, when he put his road patrol there, knocked down several young trees.

22. They were in this place?

A. Yes, he uprooted several young saplings.

23. Have you told the Court all you know about that road situation?

A. Yes.

****

Equity 9874

LIBER 77 PAGE 513

MANDATE

Court of Appeals of Maryland

No. 163, OCTOBER TERM, 19 51

Jerome Lichtenberg and Evelyn E. Lichtenberg, etc.

vs.

Edward J. Sachs, Jr.

2 appeals in one record from the Circuit Court for Anne Arundel Co.

Filed: Jan. 25, 1952

May 9, 1952, Decree and denial of wife's petition affirmed with costs.

Opinion filed. Op. Markell, J.

Filed 10 June, 1952

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

Clerk's Cost	$ 10.00		
2 Brief s	$ 101.47 - Jerome 61.17 - Evelyn		
2 Appearance Fee s . .	$ 20.00		
Joint appendix	102.49		
Reply brief. . . .	$ 33.15	$328.28	

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

Brief	$ 69.62		
Appearance Fee . . .	$ 10.00		
. . . . .	$	79.62	$407.90

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 ninth *day of* June *A. D. 19* 52

COURT OF APPEALS MARYLAND

Maurice Ogle *Clerk of the Court of Appeals of Maryland.*

6-10

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

EDWARD J. SACHS	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.		
JEROME M. LICHTENBERG et al	*	NO. 9874 EQUITY

***

CERTIFICATE FOR THE RECORD

This is to certify that all costs in this case shown in the remand from the Court of Appeals, including briefs of Jerome M. Lichtenberg, Evelyn E. Lichtenberg, and Edward J. Sachs, have been paid.

Linwood L. Clark

Linwood L. Clark
Attorney for Jerome M. Lichtenberg

Filed 3 Sept., 1952.

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In the Case of

Ex Parte,
In the Matter of
Joseph M. Brian, 3rd,
~~vs~~
an incompetent

In the

Circuit Court

For

Anne Arundel County

No. 8331 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 July 17, 1952

July 10, 1952

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

Dr. Ex Parte, In the Matter of Joseph M. Brian, 3rd, an incompetent in ac.

To Committee for Commissions on 1951 income ($1,481.18), viz:	81	88		
To Committee for Commissions on 1951 corpus balance ($47,235.26), viz:	72	78	154	66
To Committee for Court costs, viz:				
Clerk of Court - balance Court costs	15	75		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	5	00		
Auditor - stating this account	13	50	44	25
To Committee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct.)	6	00		
Auditor - fee for services in examining and verifying 1951 Report under Rule 20	12	00	18	00
Balance in hands of Committee at the time of his death (March 11, 1952) as shown by petition of Irma M. Bieneman and James B. Lyons, Jr., Administrators, filed herein on 5/13/52 $26,825.00				
LESS Court costs and expenses due as above 50.25	26,774	75	26,774	75
DEFICIT:				
Value of U. S. Treasury Bonds hypothecated by Committee to secure a personal loan of $13,000.00 from The Equitable Trust Company	15,000	00		
Corpus cash balance as shown by 1951 Fiduciary Report after payment of commissions to Committee	5,337	48		
Income cash balance as shown by 1951 Fiduciary Report after payment of commissions to Committee and Auditor's fee for examination under Rule 20	2,306	98		
TOTAL DEFICIT			22,644	46
			49,636	12

with Robert N. Baer, Committee Cr.

1951						
Jan.	1	Estate in hands of Committee as shown by Fiduciary Report under Equity Rule 20 ratified 1/22/52, viz:				
		CORPUS				
		Balance due on Wm. G. Koch mortgage	1,125	00		
		Balance due on Lillian B. Koch mortgage	15,700	00		
		2 - $10,000. U. S. Treasury 2½% Bonds due 12/15/67-72	20,000	00		
		5 - $1,000. U. S. Treasury 2½% Bonds due 12/15/67-72	5,000	00		
		Cash	5,410	26	47,235	26
		INCOME				
		Balance as of 12/31/51	2,400	86	2,400	86
					49,636	12

LIBER 77 PAGE 518

ORDER NISI

Ex Parte,

In the Matter of

~~VERSUS~~

Joseph M. Brian, 3rd.,

an incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 8331 Equity.

Filed 17 July 1952

ORDERED, This 17 day of July, 19 52, 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 25 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

Filed Dec. 29, 1952

ORDERED BY THE COURT, this 29th day of December, 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~~ Counsel apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Filed Dec. 27, 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 8,331 Equity

EX PARTE IN THE MATTER OF JOSEPH M. BRIAN, 3rd., An In-Competent.

Ordered, this 17th day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 16, 1952

We hereby certify, that the annexed

Order Nisi - Anal. Acct.
Equity 8331
Joseph M. Brian 3rd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1952. The first insertion being made the 24th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

MG-5561

In the Case of

EX PARTE,
In the Matter of
~~XXx~~
Joseph M. Brian, III,
an Incompetent

In the
Circuit Court
For
Anne Arundel County

No. 8331 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, the same being a final account.

October 24, 1952

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

Dr. Ex Parte, In the Matter of Joseph M. Brian, III, an incompetent in ac.

To Committee for Commissions (5% on income collections), viz:	6	25	6	25
To Committee for Court costs, viz:				
Clerk of Court - Final Court costs	7	00		
Auditor - stating this account	13	50	20	50
To Committee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	6	00		
Semmes, Bowen & Semmes - reimbursement for Court costs and expenses advanced (Auditor's Account dated 7/10/52)	50	25		
Reimbursement for additional costs advanced	2	00		
Notary fees	1	55		
Semmes, Bowen & Semmes - fee for legal services (Order 9/4/52)	250	00	309	80
To Committee for amount paid on account mortgage from Lillian B. Koch and son (recorded in J. H. H. No. 399 folio 315) and reported in receipts, viz:	800	00	800	00
Estate in hands of Committee to be released to Baltimore National Bank, Administrator of the Estate of Joseph M. Brian, III, in accordance with Order of Court dated 10/20/52, viz:				
$10,000. U. S. Treasury Bonds, 2½s due 12/15/72	10,000	00		
One-half undivided interest in mortgage from Lillian B. Koch and William G. Koch, her son, to Robert N. Baer, Committee, and Margaret B. Baer, dated 2/15/47, and recorded in Liber J.H.H. No. 399 folio 315 (balance due being $14,100.00)	7,050	00		
One-half undivided interest in mortgage from William G. Koch, single, to Robert N. Baer, Committee, and Margaret B. Baer, dated 10/30/35, and recorded in Liber J.H.H. No. 357 folio 180 (balance due being $1,125.00)	562	50		
Cash	739	80	18,352	30
			19,488	85

with Baltimore National Bank, Substituted Committee Cr.

1952						
July	30	Assets Received from Irma M. Bienemann and James B. Lyons, Jr., Administrators of Robert N. Baer, former Committee, viz:				
		$10,000. U. S. Treasury Bonds, 2½s due 12/15/72	10,000	00		
		One-half undivided interest in Mortgage from Lillian B. Koch and William G. Koch, her son, to Robert N. Baer, Committee, and Margaret B. Baer, dated 2/15/47, and recorded in Liber J.H.H. No. 399 folio 315 (balance due being $15,700.00)	7,850	00		
		OneOhalf undivided interest in Mortgage from Wm. G. Koch, Single, to Robert N. Baer, Committee, and Margaret B. Baer, dated 10/30/35, and recorded in Liber J.H.H. No. 357 folio 180 (balance due being $1,125.00)	562	50	18,412	50
		Proceeds sale of one-half undivided interest in 50' strip of land to Consolidated Gas Electric Light & Power Co. (Order 2/8/52)	125	00		
		Refund from Cons. Gas Electric Light & Power Co. of Court costs attributable to sale of 50' strip of land	26	35	151	35
		Payment on principal of mortgage from Lillian B. Koch and William G. Koch, her son, for release of Lots #22 and #24 of Andover tract	800	00	800	00
		Interest due 6/15/52 on $10,000. U. S. Treasury Bonds	125	00	125	00
					19,488	85

Filed 31, Oct. 1952

ORDER NISI LIBER 77 PAGE 522

EX PARTE,

In the Matter of

~~VERSUS~~

Joseph M. Brian, III,

an incompetent

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 8331 Equity.

ORDERED, This 31 day of October, 19 52, That the 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 8 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 8 day of December next.

John H. Hopkins, 3rd, Clerk.

Filed 23rd Dec 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of December, 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
A. J.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Filed 23, Dec. 1952

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 8,331 Equity

EX PARTE, In The Matter Of JOSEPH M. BRIAN, III, An Incompetent.

Ordered, this 31st day of October, 1952, That the 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 8th 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 8th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2nd 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.
Equity Number 8,331

Joseph M. Brian III

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 8th day of Dec., 1952 The first insertion being made the 6th day of Nov., 1952

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 6579

By K. Green

WAF.Jr:DW
1/5/53

LIBER 77 PAGE 523

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
JOSEPH M. BRIAN, III,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT	:	No. 8331 - Equity

* * * * * * * * *

R E L E A S E

THIS RELEASE, executed this 7th day of January, 1953, by and between BALTIMORE NATIONAL BANK, Committee of the estate of Joseph M. Brian III, an incompetent, under the jurisdiction of the Circuit Court of Anne Arundel County, Party of the First Part, and BALTIMORE NATIONAL BANK, administrators of the estate of Joseph M. Brian III, deceased, party of the Second Part.

W I T N E S S E T H:

WHEREAS by order of the Circuit Court of Anne Arundel County passed on May 13,1952, the Party of the First Part was appointed Substitute Committee of the property of Joseph M. Brian II, an incompetent, and

WHEREAS the said Joseph M. Brian III died on June 16,1952, and

WHEREAS the Party of the Second part was duly appointed administrator of the estate of Joseph M. Brian III by the Orphans' Court of Anne Arundel County, and

WHEREAS the Party of the First Part has duly accounted as to its committeeship with the Party of the Second Part and has paid over and transferred unto the Party of the Second Part all of the property and estate of Joseph M. Brian III remaining in its hands as Committee.

NOW, THEREFORE, THIS RELEASE WITNESSETH:

THAT the Party of the Second Part hereby remises, releases, quit-claims, and forever discharges BALTIMORE NATIONAL BANK, Committee of the estate of Joseph M. Brian III, an incompetent, under the jurisdiction of the Circuit Court of Anne Arundel County, Party of the First Part, its successors and assigns, from any and all claims, actions, proceedings, and demands whatsoever for or on account of the said Committeeship or any act or thing browing out of or in anywise connected therewith.

Filed 15th day 1953

As witness my hand and seal this date and date first above written.

BALTIMORE NATIONAL BANK
Administrators of the Estate of
Joseph M. Brian III

By John H. Croker
Vice-President
John H. Croker

Attest
Carl G. Linke
Assistant Cashier
Carl G. Linke

I hereby certify that on this 7th day of January, 1953, before me, the subscriber, a Notary Public in and for the State and county aforesaid, personally appeared JOHN H. CROKER, vice-president of BALTIMORE NATIONAL BANK, Administrator, who made oath in due form of law that he executed the aforegoing Release on behalf of BALTIMORE NATIONAL BANK, and that he is duly authorized to execute same and made further oath that the matters and facts set forth in the aforegoing Release are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

In the Matter of	:	No. 7595 Equity
Edgar D. Turner	:	In the Circuit Court
and	:	for
Elmer E. Still, Trustees	:	Anne Arundel County

LIBER 77 PAGE 525

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner, Trustee, for himself and for the beneficiaries of the trust respectfully states:

I.

That Frank A. Johnson, widower, conveyed to your petitioner and one Elmer E. Still and the survivor of them in trust certain property in the 8th Election District of Anne Arundel County containing 68 acres of land and described in the deed from the said Johnson dated 3rd day of May, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 27 folio 246, for the uses and purposes therein set out. A certified copy of which deed is filed herewith as Exhibit #1 with petition and is to be incporated herein as a part of this petition, the same as if it were set out word for word.

Filed April 7, 1938

II.

That the beneficiaries of the trust or the people entitled to share in the proceeds of sale over and above the expenses in connection with the sale of the property conveyed by the aforesaid deed are a group of persons living in various parts of the Country, who are holders of certificates issued under the name of Cape Battee Syndicate, a copy of such certificate is filed herewith as petitioner's exhibit #2.

III.

That on the eighth day of February 1938, the said Elmer E. Still resigned as trustee, under the said deed from Frank A. Johnson, by an instrument in writing which is filed herewith as petitioner's exhibit #3.

IV.

That your petitioner, believing it necessary to have another trustee appointed in the place and stead of the said Elmer E. Still in order to make sale of the property conveyed by aforesaid deed and not heretofore sold and to carry out the uses and purposes of said deed, notified all the holders of the certificates of the Cape Battee Syndicate of the resignation of the said Elmer E. Still

with the exception of Lafayette Leaman, deceased and obtained their approval/and nomination of --H. Ray Kingsley---------- to be appointed succeeding trustee to the said Elmer E. Still to carry out the uses and purposes as set out in the aforesaid deed from Frank A. Johnson the same as if he had been one of the original trustees. The nomination by the said certificate holders is filed herewith as petitioner's exhibit #4.

To the end therefore, that your petitioner prays this Honorable Court to pass an order/as is appropriate for the Court to assume jurisdiction and appointing H. Ray Kingsley in the place and stead of Elmer E. Still as Co-trustee with the said Edgar D. Turner, your petitioner, to carry out the uses and purposes set out in the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 27 folio 246.

And as in duty bound etc.,

Edgar D. Turner
Petitioner

Milan M. Green
Solicitor

State of Maryland
~~District of Columbia, City of Washington~~ Sct:
County of Anne Arundel

I hereby certify that on this 6th day of April, in the year Nineteen hundred and thirty eight, before me the subscriber a Notary Public of Anne Arundel County ~~the District of Columbia~~, in and for the City of Annapolis, Md. ~~Washington~~, aforesaid, personally appeared Edgar D. Turner and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial,

Elisabeth S. Redgely
Notary Public.

ELISABETH S. REDGELY NOTARY PUBLIC A.A. CO. ANNAPOLIS

My commission expires May 1 1939

This deed made this third day of May in the year Nineteen hundred and twenty eight by Frank A. Johnson widower, of Anne Arundel County, in the State of Maryland, of the first part and Edgar D. Turner and Elmer E. Still, Trustees as hereinafter mentioned, of the City of Washington, in the District of Columbia, of the second part,

Witnesseth:- That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said parties of the second part, to the said party of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, him thereunto moving, the said Frank A. Johnson has bargained and sold and by these presents does grant and convey unto the said Edgar D. Turner and Elmer E. Still, and the survivor of them, to be held by them as Truetees as hereinafter stated, in fee simple. All that tract, part of a tract, piece or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, formerly part of the Eighth Election District of said County, located on the Chesapeake Bay between Franklin Manor and Broadwater Creek, containing sixty eight (68) acres of land, be the same more or less, and being same property conveyed to the said Frank A. Johnson by William R. Franklin, et al. by deed dated on the fourteenth day of March in the year Eighteen Hundred and eighty eight and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 36, folio 540, except so much thereof as was conveyed by the said Frank A. Johnson and wife to Lydia Ann Franklin by deed dated on the fifteenth day of August in the year Nineteen hundred and seventeen and recorded among said Land Records in Liber G. W. No. 131, folio 472, the said tract is described in the aforesaid deed to Frank A. Johnson as follows: All that tract or parcel of land known as Franklin Point being a portion of the lands of the said Franklin and thus described: Beginning for the same at a bounded stake at the intersection of the lands of John Howes and the said Franklin situated at the head of Broadwater

Filed April 7, 1938

Creek; and running thence with the line of a ditch bank due East to a boundary; thence in a line due South to the shore of Chesapaeke Bay; thence with the shore of said Bay and the shore of said Creek to the point of beginning, laid out for and containing seventy (70) acres of land more or less.

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 Edgar D. Turner and Elmer E. Still, Trustees, and the survivor of them in trust for the following uses and purposes:

(1) They shall make sale and conveyance thereof in fee or otherwise, either as a whole or in parcels, at such time or times and upon such terms as they may think proper, and collect the proceeds of sale.

(2) Until the entire property is disposed of as herein provided, they shall possess, occupy, manage, control and improve and otherwise deal with the same, or with any part or parts thereof from time to time remaining unsold, in such manner as they may deem expedient, with a view to finally effecting an advantageous disposition thereof. And to this end they shall have authority and suvdivide the said real estate making a dedication of streets, ways, alleys, and other easements; to negotiate and esecute leases and collect the rents arising therefrom; to borrow money and secure the payment thereof by notes, bonds, mortgages or deeds of trust, such authority to apply to the whole or any portion of the property.

(3) Any collection of purchase money or of rents, or of any moneys otherwise accruing, which they may become entitled to collect, shall be free from liability to any purchaser or lessee or other person

to see to the application thereof. Any funds collected by the parties of the second part from whatever source they shall apply to the satisfaction of the liabilities, expenses and charges which have accrued or may accrue against the property hereby conveyed or in connection with the execution of the trust hereby created, and the residue they shall distribute among those entitled, the share or shares of any distributees to be regarded and dealt with as an interest in the funds and therefore personalty and not as an interest in real estate.

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

Witness the hand and seal of the above named grantor on the day and in the year first above written.

Test: Myrtle Sturm.

Frank A. Johnson (Seal(

(Seal)

State of Maryland, Anne Arundel County, Sct:

I Hereby certify, that on this third day of May in the year Nineteen hundred and twenty eight before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared Frank A. Johnson and acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial.

(Notary Seal)

Myrtle Sturm, Notary Public.

Recorded 9 May, 1928 -2 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. S. R. No. 27, folio 246, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 7th day of April, A. D. 1938.

Frank A. Munroe Clerk.

Certificate No. 95

Cape Battee Syndicate

Know all Men by These Presents: that the undersigned, Edgar D. Turner and ~~Elmer B. Still~~ H. Ray Kirby, Trustees, (the word "Trustees" as used in this certificate shall be construed to mean the persons mentioned, or the survivor of them in the case of the death of one), do hold for the uses and purposes therein set forth the property described in the deed executed to them by Frank A. Johnson, which bears date the 3rd day of May, 1928, and is recorded in Deed Book F. S. R. No. 27, at folio 246, of the Land Records of Anne Arundel County, Maryland; and that the undersigned,

entitled to a

( ) part of any net fund which may be distributed under the provisions of said deed.

And the said

agree that whenever as from time to time he may be requested by the said Trustees, he will pay to them

( )of any sum or sums necessary to satisfy encumbrances and other debts, either principal or interest, or both, taxes, expenses and other charges of any kind and every character and description which may now exist or hereafter accrue upon or against said property or which may be contracted or otherwise be connected with or incident to the execution of the trust created by said deed, and which at the time said request is made have, or are soon to, become due and payable, and that in default of compliance with any such request the said Trustees shall have the right to mortgage or otherwise pledge or sell at public auction after such advertisement as they may think proper, the interest of the said

or h assigns, evidenced hereby, for the purpose of raising the amount so requested to be paid, provided however, that the said interest shall not be thus pledged or sold until after the lapse of thirty (30) days from the time such request is made, and provided further that any sale shall be made at the front door of the Court House of the said County of Anne Arundel, Maryland. The personal representatives of

shall also be bound by and responsible for the performance of this agreement. If the said interest be sold, the purchaser and his personal representatives shall likewise become bound and responsible for the performance of this agreement. It is further agreed that as full compensation for the services which they may perform in executing the said trust, the said Trustees shall retain a commission of five per cent upon the gross amount of any sale or sales of the property described in the said deed which they may make.

It is further agreed that the holder hereof may assign his interest which is evidenced hereby, by writing endorsed on or attached to this certificate, the same to be countersigned by the said Trustees, whereupon the assignee shall succeed to all the rights of his assignor , who, however, shall not be discharged from the liability hereinbefore provided.

It is further agreed that if any part of the said property shall remain unsold on the 3rd day of May, 1933, the said Trustees shall sell the same at public auction after such advertisement as they may think proper.

It is further agreed that this certificate, and any assignment thereof, shall be recorded in a book to be kept by the said Trustees for that purpose.

In Witness Whereof, the undersigned have hereunto set their respective hands and affixed their seals this day of 19

_____ (Seal)

_____ (Seal)

_____ (Seal)

Filed April 7th, 1938

EDGAR D. TURNER
TRADING AS
LOUIS P. SHOEMAKER
1719 K STREET, N. W.
TELEPHONE NATIONAL 1166

LIBER 77 PAGE 531

ESTABLISHED 1876

WASHINGTON, D. C.

REAL ESTATE
LOANS
INSURANCE
RENTS

Mr. Turner Trustee. Cope Anne Md.

Dear Mr. Turner.

This is to notify you and the Cope Anne Syndicate that I am resigning as Trustee and have assigned my interest in Cope Anne to Grace H. Still.

Dated this day Feb 8th 1938

Elmer E. Still

Filed 7th April 1938

LIBER 77 PAGE 532

Filed April 7, 1938

I, Lillian V. Dickson, the holder of certificate #2, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27 folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner, for the uses and purposes set out in the aforesaid deed.

Lillian V. Dickson

Witness:

[illegible]

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Lillian V. Dickson and acknowledged the aforegoing instrument to be her act and end deed.

[illegible]
Notary Public, D.C.

My commission expires:
Feby 29th 1940

I, Thomas P. Gore, the holder of certificate #3, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27 folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner, for the uses and purposes set out in the aforesaid deed.

Thomas P. Gore

Witness:

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Thomas P. Gore and acknowledged the aforegoing instrument to be his act and deed.

John R. Thompson
Notary Public, D.C.

My commission expires
1/4/42

I, Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Joseph E. Ransdell, under power of attorney dated the 15th day of March, 1938, holder of certificate #4, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel county in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Witness: [signature]

[signature]
Attorney in fact or attorney for and on behalf of Joseph E. Ransdell.

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Joseph E. Ransdell and by virtue of the authority thereby conferred upon him acknowledged the same to be the act and deed of the said Joseph E. Ransdell.

[signature]
Notary Public, D.C.

My commission expires
Feby 29th 1940

I, Emlyn J. Britton, the holder of certificate #5, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27 folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner, for the uses and purposes set out in the aforesaid deed.

Emlyn J. Britton

Witness:
[illegible]

District of Columbia, City of Washington, Set:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Emlyn J. Britton and acknowledged the aforegoing instrument to be his act and deed.

[illegible]
Notary Public, D.C.

My commission expires
Feby 29th 1940

I, Grace H. Still, the holder of certificate #6, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Grace H. Still

Witness:

District of Columbia, City of Washington, Set:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Grace H. Still and acknowledged the aforegoing instrument to be her act and deed.

Notary Public, D.C.

My commission expires
Feby 29th 1940

I, Frank Rosa Carr, as Executrix under the will of Arthur Carr, deceased, as well individually, the holder of certificate #7, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee, under deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Witness: [illegible]

Frank Rosa Carr.
Executrix under the will of Arthur Carr, deceased.

Frank Rosa Carr.

District of Columbia, City of Washington, Sct:

I hereby certify that on this 6th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Frank Rosa Carr, as Executrix under the will of Arthur Carr, deceased, as well individually, and acknowledged the aforegoing instrument to be her act and deed.

[illegible]
Notary Public, D.C.

My commission expires
Feby 29th 1940

LIBER 77 PAGE 537

LIBER 77 PAGE 538

I, Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Blanche C. Barnitz, under power of attorney dated the 15th day of March, 1938, holder of certificate #8, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Witness: [signature]

[signature]
Attorney in fact or attorney for and on behalf of Blanche C. Barnitz.

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Blanche C. Barnitz and by virtue of the authority thereby conferred upon him acknowledged the same to be the act and deed of the said Blanche C. Barnitz.

[signature]
Notary Public, D.C.

My commission expires
Feby 29th. 1940

I, Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Bertha B. Peelle, under power of attorney dated the 15th day of March, 1938, holder of Certificate #9 and Certificate #23, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Witness:

Jerome F. Barnard
Attorney in fact or attorney for and on behalf of Bertha B. Peelle.

District of Columbia, City of Washington, Sct.

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Bertha B. Peelle and by virtue of the authority thereby conferred upon him acknowledged the same to be the act and deed of Bertha B. Peelle.

Notary Public, D.C.

My commission expires
Feby 29th, 1940

I, Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Mary E. Saltzman, under power of attorney dated the 25th day of March, 1938, holder of certificate #13, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edger D. Turner for the uses and purposes set out in the aforesaid deed.

Witness: [illegible]

Jerome F. Barnard
Attorney in fact or attorney for and on behalf of Mary E. Saltzman.

District of Columbia, City of Washington, SCt:

I hereby certify that on this 6th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Mary E. Saltzman and by virtue of the authority thereby conferred upon him acknowledged the same to be the act and deed of the said Mary E. Saltzman.

[illegible]
Notary Public, D.C.

My commission expires
Feby 29th 1940

I, Grace B. Turner, the holder of certificate #14, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner, for the uses and purposes set out in the aforesaid deed.

Grace B. Turner.

Witness: [illegible]

District of Columbia, City of Washington, Sct:

I hereby certify that on this 4th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Grace B. Turner and acknowledged the aforegoing instrument to be her act and deed.

[illegible]
Notary Public, D.C.

My commission expires
Feby. 29th, 1940

I, Emilie D. Dysland, the holder of certificate #15, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner, for the uses and purposes set out in the aforesaid deed.

Emilie D. Dysland

Witness:

District of Columbia, City of Washington, Sct:

I hereby certify that on this 4th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Emilie D. Dysland and acknowledged the aforegoing instrument to be her act and deed.

Notary Public? D.C.

My commission expires
Feby. 29th 1940

I, R. D'Arcey Bonnet, the holder of certificate #16, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner, for the uses and purposes set out in the aforesaid deed.

R. D'Arcy Bonnet

Witness: [illegible]

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared R. D'Arcy Bonnet and acknowledged the aforegoing instrument to be his act and deed.

[illegible]

[illegible]
Notary Public, D.C.

My Commission expires
Feby 29th 1940

I, Alfred E. Lewis, Sr., the holder of certificate #17, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner, for the uses and purposes set out in the aforesaid deed.

Alfred E. Lewis, Sr.

Witness:

A. E. Lewis, Jr.

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Alfred E. Lewis, Sr. and acknowledged the aforegoing instrument to be his act and deed.

[illegible]

My commission expires
Feby 29th. 1940

I, John P. Prior, the holder of certificate #18, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

John P. Prior

Witness:

Mary M. Jameson

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared [redacted] John P. Prior and acknowledged the aforegoing instrument to be his act and deed.

[illegible]
Notary Public, D.C.

My commission expires
Feby. 29th. 1940

LIBER 77 PAGE 546

I, Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Jens M. Otterness, under power of attorney dated the 14th day of March, 1938, holder of certificate #19, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the afore said deed.

Witness: [illegible]

Jerome F. Barnard
Attorney in fact or attorney for and on behalf of Jens M. Otterness.

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Jerome F. Barnard, as attorney in fact or attorney for and on behalf of Jens M. Otterness and by virtue of the authority thereby conferred upon him acknowledged the same to be the act and deed of the said Jens M. Otterness.

[illegible]
Notary Public, D.C.

My commission expires
Feby 29th 1940

I, Bertha E. Pabst, as Administratrix, cum testamento annexo, of the Estate of E. E. Pabst, deceased, as well individually, the holder of certificate #20, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Witness:

[illegible]

[illegible]

Mrs. Bertha E. Pabst.
Administratrix, cum testamento annexo, of the Estate of E. E. Pabst, deceased.

Mrs. Bertha E. Pabst.

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Bertha E. Pabst, Administratrix, cum testamento annexo of the Estate of E. E. Pabst, deceased, as well individually and acknowledged the aforegoing instrument to be her act and deed.

[illegible]
Notary Public, D.C.

My commission expires
Feby 29th 1940

LIBER 77 PAGE 548

I, Oliver T. Carr, the holder of certificate #21, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Oliver T. Carr

Witness:

Eleanor Thomas

District of Columbia, City of Washington, Sct:

I hereby certify that on this 5th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Oliver T. Carr and acknowledged the aforegoing instrument to be his act and deed.

Annie Mitchell

Notary Public, D.C.

My commission expires

Feby 29th, 1940

I, Edgar D. Turner, the holder of certificate #22, of the Cape Battee Syndicate, do hereby acknowledge and accept the resignation of Elmer E. Still, Trustee under the deed from Frank A. Johnson, widower, dated the 3rd day of May, 1928 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 27, folio 246 and hereby nominate H. Ray Kingsley to be appointed Co-Trustee with Edgar D. Turner for the uses and purposes set out in the aforesaid deed.

Edgar D. Turner

Witness:

District of Columbia, City of Washington, Sct:

I hereby certify that on this 4th day of April in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District aforesaid, personally appeared Edgar D. Turner and acknowledged the aforegoing instrument to be his act and deed.

Notary Public, D.C.

My commission expires
Feby 29th, 1940

LIBER 77 PAGE 549

LIBER 77 PAGE 550

CAPE ANNE SYNDICATE SHAREHOLDERS

Name	Address	Share
Mrs. Lillian V.Dickson	1314 Holly St.,N.W.	10/250
Hon. Thos. P. Gore	3930 Conn. Ave.,N.W.	25/250
Hon.Joseph E.Ransdell	Lake Providence,Louisiana	20/250
Dr.Emlyn J.Britton	4601 16th St.,N. W.	20/250
Mrs. Grace H.Still	3035 15th St.,N.W.	10/250
Est. Arthur Carr - Mrs. Frank Rosa Carr, Ex.	5053 Mass. Ave.,N.W.	10/250
Miss Blanche C.Barnitz	Los Altos, Santa Clara County, California	15/250
Mrs. Bertha B.Peelle	Los Altos, Santa Clara County, California	35/250
Mrs. Mary Eskridge Saltzman	Burnt Mills Hills,Silver Spring, Maryland,temporarily in Florida.	10/250
Miss Grace B.Turner	3122 Newark St.,N.W.	2/250
Miss Emilie D.Dysland	2605 33rd St.,S.E.	4/250
Mr. R.D'arcy Bonnet	Bailey's Cross Rds., Va.	10/250
Mr. Alfred E.Lewis,Sr.	2033 Florida Ave.,N.W.	10/250
Mr. John P. Prior	1513 17th St.,N.W.	2/250
Mr, Jens M. Otterness	St. Augustine, Florida	10/250
Est. E.E. Pabst - Bertha E. Pabst,Administratrix	1629 Columbia Rd.,N.W.	2/250
Mr. Oliver T.Carr	5053 Mass. Ave.,N.W.	5/250
Mr. Edgar D. Turner	1719 K St.,N.W.	30/250
* Mr.Lafayette Leaman,Estate of, Jane M.Leaman,Administratrix	3200 16th St.N.W.	20/250
		250/250

*Mr.Lafayette Leaman died leaving as all of his heirs the widow, Mrs.Jane M.Leaman and two daughters,since married and now Mrs.Marguerite L.Leaman Hogan,living at Sedgwick Gardens, and Mrs.Claire E.Leaman De Poto,now living at 7511 Morningside Drive,Washington,D.C. This interest is being taken over by the Syndicate.

All addresses are for Washington,D.C.,unless otherwise stated.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

Filed April 7, 1938

That I, JOSEPH E. RANSDELL, at present residing at Lake Providence, in the State of Louisiana, do hereby constitute and appoint JEROME F. BARNARD, an attorney at law and member of the Bar of the City of Washington, in the District of Columbia, with offices at No. 1422 F Street, N. W., Washington, D. C., my true and lawful attorney for me, and in my name, and as my act and deed, to sign, seal, acknowledge and deliver any instrument or instruments which, in his absolute discretion, which shall be final and conclusive upon all concerned, may be necessary, proper and advisable to effectuate and accomplish the full and valid nomination and appointment of H. Ray Kingsley, of Washington, D. C., as Co-Trustee of the Cape Battee Syndicate, now known as the Cape Anne Syndicate, in the place and stead of Elmer E. Still, Co-Trustee thereof, now resigned or having tendered his resignation as such Co-Trustee, the said substituted Co-Trustee to serve with Edgar D. Turner, of Washington, D. C., the other Co-Trustee with the said Elmer E. Still, of the said Syndicate, by and pursuant to a certain deed bearing date the 3rd day of May, 1928, from Frank A. Johnson, widower, of Anne Arundel County in the State of Maryland, to said Edgar D. Turner and Elmer E. Still, as Trustees, conveying certain real estate in Anne Arundel County, located on the Chesapeake Bay between Franklin Manor and Broadwater Creek, containing sixty-eight (68) acres of land, more or less, to be held by the said Trustees for the purposes, and with the powers and duties

therein expressed; or instead, my said attorney, in exercise of his absolute discretion, as aforesaid, shall similarly for me, and in my name, and as my act and deed, sign, seal, acknowledge and deliver any such document or documents as may be necessary, advisable and proper to substitute any other person or persons, in the place and stead of the said Elmer E. Still, as Co-Trustee or Co-Trustees with the said Edgar D. Turner of such Syndicate, or in lieu thereof, the naming and appointing of said Edgar D. Turner to serve alone as such Trustee, and in any such case, the Co-Trustee or Co-Trustees so serving with the said Edgar D. Turner or the said Edgar D. Turner as such sole Trustee, shall be vested with all of the powers and duties conferred and imposed upon the said Edgar D. Turner and Elmer E. Still by the aforesaid deed dated May 3, 1928, with the same full force and effect as though originally named as Trustees or Trustee, as the case may be, in said deed; and further, my said attorney shall have full power and authority for me and in my name to consent to and approve of, in writing or otherwise, any statement of account or accounting made, or to be made, for and by reason of, or occasioned by, the resignation of said Elmer E. Still and the appointment of his successor or successors, or Edgar D. Turner alone; and further, my attorney may appoint, in his place and stead, and as his substitute, one attorney, or more, for me, with full power of revocation; and for me and in my name, generally, shall do and perform all acts and things which he may deem expedient or necessary in the premises, or any of them, as fully as I, the said Joseph E. Ransdell, could do, if personally present.

And I, the said Joseph E. Ransdell, hereby ratify and confirm whatsoever my said attorney, the said Jerome F.

Barnard, or his substitute, shall lawfully do, or cause to be done, in or about the premises, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this ____ day of March, 1938.

In the presence of:

Mrs. H. T. Field Jr.
Robert P. Kennedy

Joseph E. Ransdell (SEAL)
Joseph E. Ransdell
As the holder and owner of an interest in, by a certificate or certificates of, said syndicate.

STATE OF LOUISIANA)
PARISH ~~COUNTY~~ OF EAST CARROLL) ss:

I, Katie Kennedy - - - - - - , a Notary Public in and for the Parish ~~County~~ of East Carroll, State of Louisiana, do hereby certify that Joseph E. Ransdell, maker of a certain power of attorney bearing date on the 15th day of March, 1938, and hereto annexed, personally appeared before me, the subscriber, in said Parish ~~County~~ of East Carroll, on the 15th day of March, 1938, the said Joseph E. Ransdell being personally well-known to me as the person who executed the said power of attorney and acknowledged the same to be his act and deed as the maker thereof.

GIVEN under my hand and notarial seal, this 15th day of March, 1938.

Katie Kennedy
Notary Public in and for the Parish ~~County~~ of East Carroll, in the State of Louisiana.
My Commission Expires May 14, 1942
Katie Kennedy

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That I, BLANCHE C. BARNITZ, at present residing at Los Altos, Santa Clara County, California, do hereby constitute and appoint JEROME F. BARNARD, an attorney at law and member of the Bar of the City of Washington, in the District of Columbia, with offices at No. 1422 F Street, N. W., Washington, D. C., my true and lawful attorney for me, and in my name, and as my act and deed, to sign, seal, acknowledge and deliver any instrument or instruments which, in his absolute discretion, which shall be final and conclusive upon all concerned, may be necessary, proper and advisable to effectuate and accomplish the full and valid nomination and appointment of H. Ray Kingsley, of Washington, D. C., as Co-Trustee of the Cape Battee Syndicate, now known as the Cape Anne Syndicate, in the place and stead of Elmer E. Still, Co-Trustee thereof, now resigned or having tendered his resignation as such Co-Trustee, the said substituted Co-Trustee to serve with Edgar D. Turner, of Washington, D. C., the other Co-Trustee with the said Elmer E. Still, of the said Syndicate, by and pursuant to a certain deed bearing date the 3rd day of May, 1928, from Frank A. Johnson, widower, of Anne Arundel County in the State of Maryland, to said Edgar D. Turner and Elmer E. Still, as Trustees, conveying certain real estate in Anne Arundel County, located on the Chesapeake Bay between Franklin Manor and Broadwater Creek, containing sixty-eight (68) acres of land, more or less, to be held by the said Trustees for the purposes, and with the powers and duties therein expressed; or instead, my said attorney, in exercise

Dec'd 7 April 1938

of his absolute discretion, as aforesaid, shall similarly for me, and in my name, and as my act and deed, sign, seal, acknowledge and deliver any such document or documents as may be necessary, advisable and proper to substitute any other person or persons, in the place and stead of the said Elmer E. Still, as Co-Trustee or Co-Trustees with the said Edgar D. Turner of such Syndicate, or in lieu thereof, the naming and appointing of said Edgar D. Turner to serve alone as such Trustee, and in any such case, the Co-Trustee or Co-Trustees so serving with the said Edgar D. Turner, and the said Edgar D. Turner, or the said Edgar D. Turner as such sole Trustee, shall be vested with all of the powers and duties conferred and imposed upon the said Edgar D. Turner and Elmer E. Still by the aforesaid deed dated May 3, 1928, with the same full force and effect as though originally named as Trustees or Trustee, as the case may be, in said deed; and further, my said attorney shall have full power and authority for me and in my name to consent to and approve of, in writing or otherwise, any statement of account or accounting made, or to be made, for and by reason of, or occasioned by, the resignation of said Elmer E. Still and the appointment of his successor or successors, or Edgar D. Turner alone; and further, my attorney may appoint, in his place and stead, and as his substitute, one attorney, or more, for me, with full power of revocation; and for me and in my name, generally, shall do and perform all acts and things which he may deem expedient or necessary in the premises, or any of them, as fully as I, the said Blanche C. Barnitz, could do, if personally present.

And I, the said Blanche C. Barnitz, hereby ratify

and confirm whatsoever my said attorney, the said Jerome F. Barnard, or his substitute, shall lawfully do, or cause to be done, in or about the premises, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of March, 1938.

In the presence of:

Gertrude Lewis

Blanche C. Barnitz (SEAL)
Blanche C. Barnitz
As the holder and owner of an interest in, by a certificate or certificates of, said syndicate.

STATE OF CALIFORNIA)
) ss:
COUNTY OF SANTA CLARA)

I, _____, a Notary Public in and for the County of Santa Clara, State of California, do hereby certify that Blanche C. Barnitz, maker of a certain power of attorney bearing date on the 15th day of March, 1938, and hereto annexed, personally appeared before me, the subscriber, in said County of Santa Clara, on the 15th day of March, 1938, the said Blanche C. Barnitz being personally well-known to me as the person who executed the said power of attorney and acknowledged the same to be her act and deed as the maker thereof.

GIVEN under my hand and notarial seal, this 15th day of March, 1938.

Wilbur T. Seamy
Notary Public in and for the County of Santa Clara, in the State of California.
My Commission Expires Dec 6 - 1941.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That I, JENS M. OTTERNESS, at present residing at St. Augustine, Florida, do hereby constitute and appoint JEROME F. BARNARD, an attorney at law and member of the Bar of the City of Washington, in the District of Columbia, with offices at No. 1422 F Street, N. W., Washington, D. C., my true and lawful attorney for me, and in my name, and as my act and deed, to sign, seal, acknowledge and deliver any instrument or instruments which, in his absolute discretion, which shall be final and conclusive upon all concerned, may be necessary, proper and advisable to effectuate and accomplish the full and valid nomination and appointment of H. Ray Kingsley, of Washington, D. C., as Co-Trustee of the Cape Battee Syndicate, now known as the Cape Anne Syndicate, in the place and stead of Elmer E. Still, Co-Trustee thereof, now resigned or having tendered his resignation as such Co-Trustee, the said substituted Co-Trustee to serve with Edgar D. Turner, of Washington, D. C., the other Co-Trustee with the said Elmer E. Still, of the said Syndicate, by and pursuant to a certain deed bearing date the 3rd day of May, 1928, from Frank A. Johnson, widower, of Anne Arundel County in the State of Maryland, to said Edgar D. Turner and Elmer E. Still, as Trustees, conveying certain real estate in Anne Arundel County, located on the Chesapeake Bay between Franklin Manor and Broadwater Creek, containing sixty-eight (68) acres of land, more or less, to be held by the said Trustees for the purposes, and with the powers and duties therein expressed; or instead, my said attorney, in exercise

Filed 7th April 1935

of his absolute discretion, as aforesaid, shall similarly for me, and in my name, and as my act and deed, sign, seal, acknowledge and deliver any such document or documents as may be necessary, advisable and proper to substitute any other person or persons, in the place and stead of the said Elmer E. Still, as Co-Trustee or Co-Trustees with the said Edgar D. Turner of such Syndicate, or in lieu thereof, the naming and appointing of said Edgar D. Turner to serve alone as such Trustee, and in any such case, the Co-Trustee or Co-Trustees so serving with the said Edgar D. Turner, and the said Edgar D. Turner, or the said Edgar D. Turner as such sole Trustee, shall be vested with all of the powers and duties conferred and imposed upon the said Edgar D. Turner and Elmer E. Still by the aforesaid deed dated May 3, 1928, with the same full force and effect as though originally named as Trustees or Trustee, as the case may be, in said deed; and further, my said attorney shall have full power and authority for me and in my name to consent to and approve of, in writing or otherwise, any statement of account or accounting made, or to be made, for and by reason of, or occasioned by, the resignation of said Elmer E. Still and the appointment of his successor or successors, or Edgar D. Turner alone; and further, my attorney may appoint, in his place and stead, and as his substitute, one attorney, or more, for me, with full power of revocation; and for me and in my name, generally, shall do and perform all acts and things which he may deem expedient or necessary in the premises, or any of them, as fully as I, the said Jens M. Otterness, could do, if personally present.

And I, the said Jens M. Otterness, hereby ratify

and confirm whatsoever my said attorney, the said Jerome F. Barnard, or his substitute, shall lawfully do, or cause to be done, in or about the premises, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 14th day of March, 1938.

In the presence of:

J. B. Center Jr. — Jens M. Otterness (SEAL)
Jens M. Otterness
As the holder and owner of an interest in, by a certificate or certificates of, said syndicate.

STATE OF FLORIDA
COUNTY OF St. Johns } ss:

I, J. B. Center Jr., a Notary Public in and for the County of St. Johns, State of Florida, do hereby certify that Jens M. Otterness, maker of a certain power of attorney bearing date on the 14th day of March, 1938, and hereto annexed, personally appeared before me, the subscriber, in said County of St. Johns, on the 14th day of March, 1938, the said Jens M. Otterness being personally well-known to me as the person who executed the said power of attorney and acknowledged the same to be his act and deed as the maker thereof.

GIVEN under my hand and notarial seal, this 14th day of March, 1938.

J. B. Center Jr.
Notary Public in and for the County of St. Johns, in the State of Florida.
My Commission Expires March 4th 1942

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That I, MARY E. SALTZMAN, of Montgomery County, Maryland, do hereby constitute and appoint JEROME F. BARNARD, an attorney at law and member of the Bar of the City of Washington, in the District of Columbia, with offices at No. 1422 F Street, N. W., Washington, D. C., my true and lawful attorney for me, and in my name, and as my act and deed, to sign, seal, acknowledge and deliver any instrument or instruments which, in his absolute discretion, which shall be final and conclusive upon all concerned, may be necessary, proper and advisable to effectuate and accomplish the full and valid nomination and appointment of H. Ray Kingsley, of Washington, D. C., as Co-Trustee of the Cape Batte Syndicate, now known as the Cape Anne Syndicate, in the place and stead of Elmer E. Still, Co-Trustee thereof, now resigned or having tendered his resignation as such Co-Trustee, the said substituted Co-Trustee to serve with Edgar D. Turner, of Washington, D. C., the other Co-Trustee with the said Elmer E. Still, of the said Syndicate, by and pursuant to a certain deed bearing date the 3rd day of May, 1928, from Frank A. Johnson, widower, of Anne Arundel County in the State of Maryland, to said Edgar D. Turner and Elmer E. Still, as Trustees, conveying certain real estate in Anne Arundel County, located on the Chesapeake Bay between Franklin Manor and Broadwater Creek, containing sixty-eight (68) acres of land, more or less, to be held by the said Trustees for the purposes, and with the powers and duties therein expressed; or instead, my said attorney, in exercise of his absolute

Filed April 7th 1959

discretion, as aforesaid, shall similarly for me, and in my name, and as my act and deed, sign, seal, acknowledge and deliver any such document or documents as may be necessary, advisable and proper to substitute any other person or persons, in the place and stead of the said Elmer E. Still, as Co-Trustee or Co-Trustees with the said Edgar D. Turner of such Syndicate, or in lieu thereof, the naming and appointing of said Edgar D. Turner to serve alone as such Trustee, and in any such case, the Co-Trustee or Co-Trustees so serving with the said Edgar D. Turner, and the said Edgar D. Turner, or the said Edgar D. Turner as such sole Trustee, shall be vested with all of the powers and duties conferred and imposed upon the said Edgar D. Turner and Elmer E. Still by the aforesaid deed dated May 3, 1928, with the same full force and effect as though originally named as Trustees or Trustee, as the case may be, in said deed; and further, my said attorney shall have full power and authority for me and in my name to consent to and approve of, in writing or otherwise, any statement of account or accounting made, or to be made, for and by reason of, or occasioned by, the resignation of said Elmer E. Still and the appointment of his successor or successors, or Edgar D. Turner alone; and further, my attorney may appoint, in his place and stead, and as his substitute, one attorney, or more, for me, with full power of revocation; and for me and in my name, generally, shall do and perform all acts and things which he may deem expedient or necessary in the premises, or any of them, as fully as I, the said Mary E. Saltzman, could do, if personally present.

And I, the said Mary E. Saltzman, hereby ratify

and confirm whatsoever my said attorney, the said Jerome F. Barnard, or his substitute, shall lawfully do, or cause to be done, in or about the premises, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 25th day of March, 1938.

In the presence of:

Gladys Peel

Mary E. Saltzman (SEAL)
Mary E. Saltzman
As the holder and owner of an interest in, by a certificate or certificates of, said syndicate.

STATE OF Florida
COUNTY OF Brevard } ss:

I, Gladys Peel, a Notary Public in and for the County of Brevard, State of Florida, do hereby certify that Mary E. Saltzman, maker of a certain power of attorney bearing date on the 25th day of March, 1938, and hereto annexed, personally appeared before me, the subscriber, in said County of Brevard, on the 25th day of March, 1938, the said Mary E. Saltzman being personally well-known to me as the person who executed the said power of attorney and acknowledged the same to be her act and deed as the maker thereof.

GIVEN under my hand and notarial seal, this 25th day of March, 1938.

Gladys Peel
Notary Public in and for the
County of _____, in the
State of _____
My Commission Expires _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That I, BERTHA B. PEELLE, at present residing at Los Altos, Santa Clara County, in the State of California, do hereby constitute and appoint JEROME F. BARNARD, an attorney at law and member of the Bar of the City of Washington, in the District of Columbia, with offices at No. 1422 F Street, N. W., Washington, D. C., my true and lawful attorney for me, and in my name, and as my act and deed, to sign, seal, acknowledge and deliver any instrument or instruments which, in his absolute discretion, which shall be final and conclusive upon all concerned, may be necessary, proper and advisable to effectuate and accomplish the full and valid nomination and appointment of H. Ray Kingsley, of Washington, D. C., as Co-Trustee of the Cape Battee Syndicate, now known as the Cape Anne Syndicate, in the place and stead of Elmer E. Still, Co-Trustee thereof, now resigned or having tendered his resignation as such Co-Trustee, the said substituted Co-Trustee to serve with Edgar D. Turner, of Washington, D. C., the other Co-Trustee with the said Elmer E. Still, of the said Syndicate, by and pursuant to a certain deed bearing date the 3rd day of May, 1928, from Frank A. Johnson, widower, of Anne Arundel County in the State of Maryland, to said Edgar D. Turner and Elmer E. Still, as Trustees, conveying certain real estate in Anne Arundel County, located on the Chesapeake Bay between Franklin Manor and Broadwater Creek, containing sixty-eight (68) acres of land, more or less, to be held by the said Trustees for the purposes, and with the powers and duties

Filed April 7th 1938

therein expressed; or instead, my said attorney, in exercise of his absolute discretion, as aforesaid, shall similarly for me, and in my name, and as my act and deed, sign, seal, acknowledge and deliver any such document or documents as may be necessary, advisable and proper to substitute any other person or persons, in the place and stead of the said Elmer E. Still, as Co-Trustee or Co-Trustees with the said Edgar D. Turner of such Syndicate, or in lieu thereof, the naming and appointing of said Edgar D. Turner to serve alone as such Trustee, and in any such case, the Co-Trustee or Co-Trustees so serving with the said Edgar D. Turner, and the said Edgar D. Turner, or the said Edgar D. Turner as such sole Trustee, shall be vested with all of the powers and duties conferred and imposed upon the said Edgar D. Turner and Elmer E. Still by the aforesaid deed dated May 3, 1928, with the same full force and effect as though originally named as Trustees or Trustee, as the case may be, in said deed; and further, my said attorney shall have full power and authority for me and in my name to consent to and approve of, in writing or otherwise, any statement of account or accounting made, or to be made, for and by reason of, or occasioned by, the resignation of said Elmer E. Still and the appointment of his successor or successors, or Edgar D. Turner alone; and further, my attorney may appoint, in his place and stead, and as his substitute, one attorney, or more, for me, with full power of revocation; and for me and in my name, generally, shall do and perform all acts and things which he may deem expedient or necessary in the premises, or any of them, as fully as I, the said Bertha B. Peelle, could do, if personally present.

And I, the said Bertha B. Peelle, hereby ratify and confirm whatsoever my said attorney, the said Jerome F.

Barnard, or his substitute, shall lawfully do, or cause to be done, in or about the premises, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15 day of March, 1938.

In the presence of:

Gertrude Lewis

Bertha B Peelle (SEAL)
Bertha B. Peelle
As the holder and owner of an interest in, by a certificate or certificates of, said syndicate.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } ss:

I, [illegible], a Notary Public in and for the County of Santa Clara, State of California, do hereby certify that Bertha B. Peelle, maker of a certain power of attorney bearing date on the 15th day of March, 1938, and hereto annexed, personally appeared before me, the subscriber, in said County of Santa Clara, on the 15th day of March, 1938, the said Bertha B. Peelle being personally well-known to me as the person who executed the said power of attorney and acknowledged the same to be her act and deed as the maker thereof.

GIVEN under my hand and notarial seal, this 15th day of March, 1938.

Wilbur T. Camp
Notary Public in and for the County of Santa Clara, in the State of California.
My Commission Expires Dec 6 - 1941.

In the Matter of	:	No. 7595 Equity
Edgar D. Turner	:	In the Circuit Court
and	:	for
Elmer E. Still, Trustees	:	Anne Arundel County

ORDER OF COURT

Filed April 8th 1938.

Upon the aforegoing petition and affidavit it is ordered by the Circuit Court for Anne Arundel County in Equity, this 8th day of April, 1938, that this Court hereby assumes jurisdiction of the Trust Established under deed from Frank A. Johnson, widower, to Edgar D. Turner and Elmer E. Still, Trustees, dated the 3rd day of May, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 27 folio 246, and that H. Ray Kingsley is appointed in the place and stead of Elmer E. Still, as Co-trustee with Edgar D. Turner, to carry out the uses and purposes set out in the aforesaid deed from Frank A. Johnson, the said Edgar D. Turner and H. Ray Kingsley to have the same powers, rights and duties as were imposed by the said deed on the said Edgar D. Turner and Elmer E. Still.

And it is furthered ordered that the said Edgar D. Turner and H. Ray Kingsley shall file an inventory of the estate and a bond to be approved by the Clerk of this Court in the penalty of Thirty Thousand ($30,000.00) Dollars, conditioned for the faithful discharge of their said trust.

Wm Henry Forsythe Jr.

KNOW ALL MEN BY THESE PRESENTS, that we, Edgar D. Turner and H. Ray Kingsley of the City of Washington, in the District of Columbia, and National Surety Corporation of the City of New York, in the state of New York, a body corporate, duly authorized by its charter to become sole surety on bonds, and authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty Thousand Dollars, lawful money of the United States, to be paid to the State of Maryland, its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of April, in the year of our Lord one thousand nine hundred and thirty-eight.

Filed - 27 th April 1938

WHEREAS, by Deed in Trust dated the 3rd day of May, 1928, and left to be recorded among the Land Records of Anne Arundel County on the 9th day of May, 1928, and recorded in Liber F.S.R. No. 27 folio 246, Frank A. Johnson, widower, did grant, bargain and sell, assign and transfer unto Edgar D. Turner and Elmer E. Still, Trustees therein named, mentioned and declared.

AND WHEREAS, the said H. Ray Kingsley was appointed Co-Trustee with the said Edgar D. Turner and Elmer E. Still in the place and stead of Elmer E. Still, to carry out the uses and purposes of the said Deed in Trust, by order of the Circuit Court for Anne Arundel County in No. 7595 Equity in the "Matter of Edgar D. Turner and Elmer E. Still, Trustees", and dated the 8th day of April, 1938.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Edgar D. Turner and H. Ray Kingsley do and shall well and faithfully perform the trust reposed in them by the above Deed in Trust and the Order of Court mentioned and declared, from and after the 8th day of April, 1938; and also, do and shall well and faithfully perform the trust reposed in them by said Deed in Trust and Order of Court or that may be reposed in them by any future Order of Court, and observe the provisions of the Maryland Code of

Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue of law.

WITNESS the hands and seals of the said Edgar D. Turner and H. Ray Kingsley and the corporate name of the said National Surety Corporation, subscribed by its Attorney-in-Fact, and the corporate seal of the said National Surety Corporation.

Signed, Sealed and Delivered in the presence of

Myrtle Turner
R. E. Leith, Jr.

Edgar D. Turner (SEAL)

H. Ray Kingsley (SEAL)

NATIONAL SURETY CORPORATION

By W. H. Conwell
Attorney-in-Fact

Doris Pryor

Kensington Ord

In the Matter of	:	No. 7595 Equity
Edgar D. Turner and	:	In the Circuit Court
Elmer E. Still,	:	for
Trustees	:	Anne Arundel County

To the Honorable, the Judges of said Court:

Filed May 31st, 1938

The petition of Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee as hereinafter set out, respectfully shows:

I.

That Edgar D. Turner and Elmer E. Still were appointed trustees under the deed in trust filed in these proceedings with full power to make sale of the property of which hereinafter described property is a part, therein mentioned, upon such terms as they think proper.

II.

That this Honorable Court assumed jurisdiction of the trust reposed in the said Edgar D. Turner and Elmer E. Still and appointed H. Ray Kingsley in the place and stead of Elmer E. Still, as Co-trustee with Edgar D. Turner, to carry out the uses and purposes set out in the aforesaid deed in trust with the same powers, rights and duties as were imposed by the said deed on the said Edgar D. Turner and Elmer E. Still and provided that the said trustees should file bond in the penalty of $30,000. conditioned for the faithful discharge of their said trust, by order passed in the 8th day of April, 1938, in these proceedings, and that bond was filed and approved on the 27th day of April, 1938.

III.

That in accordance with the powers granted by the said deed in trust and/or the order of Court passed on the 8th day of April, 1938, aforesaid, the following property has been sold:

1. Lot 8 Block 5 in the subdivision of Cape Anne, formerly Cape Battee as per plat of said subdivision recorded on the 31st day of October, 1928, among the Plat Records of Anne Arundel County in Liber F.S.R.No. 2 folio 12, which subdivision is a part of the property described in the aforesaid deed of trust, to Edwin L. Reid and Thelma M. Reid, his wife, as tenants by the entireties, for the sum of $270, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley Trustees aforesaid have passed their deed dated the 10th day of May, 1938, to the said Edwin L. Reid and Thelma M. Reid, his wife, and which deed was left among the Land Records of Anne Arundel County for record on the 13th day of May, 1938.

2. Lot 5 Block 2 in the subdivision of Cape Anne aforesaid to Warren L. Simmons and Ruby Simons, his wife, as tenants by the entireties, for the

sum of $550. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 10th day of May, 1938, to the said Warren L. Simons and Ruby Simons, his wife, and left for record on the 19th day of May, 1938.

3. Lots 6 and 7 Block 1, in the subdivision of Cape Anne aforesaid to Carla I. Davis and Helena C. Spraker, as tenants in common for the sum of $800. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid have passed their deed dated the 28th day of April, 1938, to the said Carla I. Davis and Helena C. Spraker and which deed was recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 179 folio 299.

4. Lot 18 Block 2 in the subdivision of Cape Anne aforesaid to Virgil E. Burner and Ruby R. Burner, as tenants by the entireties, for the sum of $225.00. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid have passed their deed dated 7th day of May, 1938, to the said Virgil E. Burner and Ruby R. Burner, his wife, as tenants by the entireties.

IV.

That your petitioners are familiar with real estate values in the Seventh Election District of Anne Arundel County and have had wide range of experience with the sale of real estate and that the sales reported herein were made upon the best terms obtainable, the difference in price being due to the location of the lots and that the sales are to the advantage and interest of the cestui que trust.

Therefore your petitioners pray the Court to approve the sales of the real estate as set out in paragraph three of this petition as of the date of the respective deeds, nunc pro tunc.

And as in duty bound etc.

Edgar D. Turner
Trustee

H. Ray Kingsley
Substituted Trustee

M. Clare McGreen
Solicitor

City of Washington, District of Columbia Sct:

I hereby certify that on this 28th day of May in the year 1938 before me, the subscriber a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Edgar D. Turner, Trustee, and H. Ray Kingsley, substituted trustee and made oath

in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth and that the sales therein reported were fairly made.

Witness my hand and seal Notarial,

Notary Public, A. C.

LIBER 77 PAGE 572

Filed 1st June 1938.

In the Matter of	:	No. 7595 Equity
Edgard D. Turner	:	In the Circuit Court
and	:	for
Elmer E. Still, Trustees	:	Anne Arundel County
	:	

ORDER NISI

Ordered this 1" day of June 1938, that the sales of lot 8 Block 5, Lot 5 Block 2, Lots 6 and 7 of Block 1 and Lot 18 Block 2, all in the subdivision of Cape Anne, being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner Trustee and H. Ray Kingsley, substituted trustee of the deed in trust filed herein, be approved nunc protunc as of the date of the respective deeds of said lots, unless cause to the contrary be shown on or before the 2" day of July next, provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 2" day of July, 1938.

The report states the amount of sales to be $1845.00 .

Lenwood L. Clark
Judge

LIBER 77 PAGE 573

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(Holder of Contract for Anne Arundel County Advertising.)

ORDER NISI

In the Circuit Court for Anne Arundel County. No. 7595 Equity.

In the Matter of Edgar D. Turner and Elmer E. Still, Trustees.

Ordered, this 1st day of June, 1938, that the sales of Lot 8, Block, 5, Lot 5, Block 2, Lots 6 and 7 of Block 1, and Lot 18, Block 2, all in the subdivision of Cape Anne, being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee, and H. Ray Kingsley, substituted trustee of the deed in trust filed herein, be approved nunc protunc as of the date of the respective deeds of said lots, unless cause to the contrary be shown on or before the

2ND DAY OF JULY, NEXT;

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of July, 1938.

The report states the amount of sales to be $1,945.

LINWOOD L. CLARK, Judge.

True Copy,

Test: FRANK A. MUNROE, Clerk.

Ju-16

Filed 6th July 1938

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1938

We hereby certify, that the annexed Order Nisi Sale - no. 7595 Equity Turner + Still

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of July, 1938. The first insertion being made the 2nd day of June, 1938.

THE CAPITAL-GAZETTE PRESS, INC.

By Mildred S. Roberts

No. MG 6695

LIBER 77 PAGE 574

Filed July 7, 1938

In the Matter of	:	No. 7595 Equity
Edgar D. Turner	:	In the Circuit Court
and	:	
		for
Elmer E Still, Trustees	:	Anne Arundel County
	:	

Final Order

Ordered by the Circuit Court for Anne Arundel County sitting in Equity upon the aforegoing petition and report of sales made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee of the Deed in trust, filed in these proceedings that the sales of Lot 8 Block 5, Lot 5 Block 2, Lots 6 and 7 Block 1, and lot 18 Block 2, all in the subdivision of Cape Anne which is a part of the property described in said deed of trust, be and the same are approved as of the date of respective deeds of the same and set out in the said petition and report of sale, 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.

Linwood R. Clark
J.

In the Matter of	:	No. 7595 Equity
Edgar D. Turner and	:	In the Circuit Court
Elmer E. Still,	:	
		for
Trustees	:	
		Anne Arundel County
	:	

Filed - 18th November 1935

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee as hereinafter set out, respectfully shows:

I.

That Edgar D. Turner and Elmer E. Still were appointed trustees under the deed in trust filed in these proceedings with full power to make sale of the property of which hereinafter described property is a part, therein mentioned, upon such terms as they think proper.

II.

That this Honorable Court assumed jurisdiction of the trust reposed in the said Edgar D. Turner and Elmer E. Still and appointed H. Ray Kingsley in the place and stead of Elmer E. Still, as Co-trustee with Edgar D. Turner, to carry out the uses and purposes set out in the aforesaid deed in trust with the same powers, rights and duties as were imposed by the said deed on the said Edgar D. Turner and Elmer E. Still and provided that the said trustees should file bond in the penalty of $30,000., conditioned for the faithful discharge of their said trust, by order passed on the 8th day of April, 1938, in these proceedings, and that bond was filed and approved on the 27th day of April, 1938.

III.

That in accordance with the powers granted by the said deed in trust and/or the order of Court passed on the 8th day of April, 1938, aforesaid, the following property has been sold.

1. Lot 2 Block 13 in the subdivision of Cape Anne, formerly Cape Battee as per plat of said subdivision recorded on the 31st day of October, 1928, among the Plat Records of Anne Arundel County in Liber F.S.R.No. 2 folio 12, which subdivision is a part of the property described in the aforesaid deed in trust to, to Robert E. Weimer for the sum of $225., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley Trustees aforesaid, have passed their deed dated June 21, 1938, to the said Robert E.Weimer and which deed is recorded among the Land Records of Anne Arundel County in Liber F.A.M. 185 folio 215.

2. Lot 3 Block 5 in the subdivision of Cape Anne aforesaid, to

Robert G. Covel for the sum of $450.00, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 21st day of June, 1938, to the said Robert G. Covell and which deed is recorded among the Land Records of Anne Arundel County in Liber F.A.M.185 folio 213.

3. Lot 2 Block 7 in the subdivision of Cape Anne aforesaid, to John W. Moran and Estelle V. Moran, his wife, as tenants by the entireties, for the sum of $300. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated June 21, 1938, to the said John W. Moran and Estelle V. Moran, his wife, and which deed is recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185 folio 217.

4. Lot 5 Block 13 in the subdivision of Cape Anne aforesaid, to George A. Alexander and Nellie V. Alexander, his wife, as tenants by the entireties, for the sum of $225.00 which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated June 21, 1938, to the said George A. Alexander and Nellie V. Alexander, his wife, and which deed is recorded among the Land Records of Anne Arundel County in Liber F.A.M.No. 185 folio 211.

5. Lot 7 Block 13 in the subdivision of Cape Anne aforesaid, to Charles R. Bowes for the sum of $400. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 5th day of October, 1938, to the said Charles R. Bowes which deed was left for record among the Land Records of Anne Arundel County on the 10th day of October 1938.

6. Lot 13 Block 3 in the subdivision of Cape Anne aforesaid, to Fred W. Clark and Teresa C. Clark, his wife, as tenants by the entireties, for the sum of $240. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, aforesaid have passed their deed dated the 5th day of October 1938, to the said Fred W. Clark and Teresa C. Clark, which deed was left for record among the Land Records of Anne Arundel County.

7. Lot 29 Block 2 in the subdivision of Cape Anne aforesaid, to Franklin L. Adams and Helen M. Adams, his wife, as tenants by the entireties, for the sum of $450. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 5th day of October, 1938, to Franklin L. Adams, and Helen N. Adams, his wife, which deed was left for record among the Land Records of Anne Arundel County on the 10th day of October, 1938.

8. Lot 16 Block 1, in the subdivision of Cape Anne aforesaid, to Walter E. Bagley for the sum of $200. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 5th day of October, 1938, to Walter E. Bagley, which deed was left for record among the Land Records of Anne Arundel County on the 10th day of October 1938.

IV.

That your petitioners are familiar with real estate values in the Seventh Election District of Anne Arundel County and have had wide range of experience with the sale of real estate and that the sales reported herein were made upon the best terms obtainable, the difference in price being due to the location of the lots and that the sales are to the advantage and interest of the cestui que trust.

Therefore your petitioners pray the Court to approve the sales of the real estate as set out in paragraph three of this petition as of the date of the respective deeds, nunc pro tunc.

And as in duty bound etc.,

Edgar D. Turner
Trustee

H. Ray Kingsley
Substituted Trustee

M. Clare M. Green
Solicitor

City of Washington, District of Columbia Sct:

I hereby certify that on this 18th day of October in the year 1938, before me, the subscriber a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Edgar D. Turner Trustee and H. Ray Kingsley, substituted trustee and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth and that the sales therein reported were fairly made.

Witness my hand and seal Notarial,

William R. Russell
Notary Public

WILLIAM R. RUSSELL NOTARY PUBLIC DISTRICT OF COLUMBIA

LIBER 77 PAGE 577

LIBER 77 PAGE 578

Filed - November 18, 1938.

In the Matter of	:	No. 7595 Equity
	:	
Edgar D. Turner	:	In the Circuit Court
	:	
and	:	for
	:	
Elmer E. Still, Trustees	:	Anne Arundel County

ORDER NISI

Ordered this 18" 18" day of ~~October~~ Nov 1938, that the sales out of the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County of Lot 2 Block 13 to Robert E. Weimer, Lot 3 Block 5 to Robert G. Covel, Lot 2 Block 7 to John W. Moran and wife, Lot 5 Block 13 to George A. Alexander and wife, Lot 7 Block 13 to Charles R. Bowes, Lot 13 Block 3 to Fred W. Clark and wife, Lot 29 Block 2 to Franklin L. Adams and wife, Lot 16 Block 1 to Walter E. Bagley, the same being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee of the deed in trust filed herein, be approved nunc pro tunc as of the date of the respective deeds thereof, unless cause to the contrary be shown on or before the 20" Dec 20 day of Dec next, provided a copy of this be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 20" Dec 20" day of Dec 1938.

The report states the amount of sales to be $ 2490.00.

Lynwood G. Clark
Judge

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(Holder of Contract for Anne Arundel County Advertising.)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Jan. 12, 1939

We hereby certify, that the annexed Order Nisi Sale - No. 7595 Equity Edgar D. Turner and Elmer E. Still, Trustees

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of December, 1938. The first insertion being made the 23rd day of November, 1938.

THE CAPITAL-GAZETTE PRESS, INC.

By Mildred D. Rochlitz

No. MG 1330

Filed - 14th January, 1939.

ORDER NISI

In the Matter of Edgar D. Turner and Elmer E. Still, Trustees.

No. 7595 Equity.
In the Circuit Court for Anne Arundel County.

Ordered, this 18th day of November, 1938, that the sales out of the subdivision of Cape Anne, in the Seventh Election District of Anne Arundel County, of Lot 2, Block 13, to Robert E. Weimer; Lot 3, Block 5, to Robert G. Covel; Lot 2, Block 7, to John W. Moran and wife; Lot 5, Block 13, to George A. Alexander and wife; Lot 7, Block 13, to Charles R. Bowes; Lot 13, Block 3, to Fred W. Clark and wife; Lot 29, Block 2, to Franklin L. Adams and wife; Lot 16, Block 1, to Walter E. Bagley, the same being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee, and H. Ray Kingsley, substituted Trustee of the dede in trust filed herein, be approved nunc pro tunc as of date of the respective deeds thereof, unless cause to the contrary thereof be shown on or before the

20TH 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 20th day of December, 1938.

The report states the amount of sales to be $2,490.00.

LINWOOD L. CLARK,
Judge.

True Copy, Test:
FRANK A. MUNROE, Clerk. d-8

LIBER 77 PAGE 580

Filed - 18th January 1939

In the Matter of	:	No. 7595 Equity
	:	
Edgar D. Turner		In the Circuit Court
	:	
and	:	
		for
Elmer E. Still,	:	
Trustees	:	Anne Arundel County

Final Order

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 14th day of January, 1939, upon the aforegoing petition and report of sales made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted trustee of the Deed in trust, filed in these proceedings that the sales of lot 2 Block 13 to Robert E. Weimer, lot 3 Block 5 to Robert G. Covel, Lot 2 Block 7 to John W. Moran and Estelle V. Moran, lot 5 Block 13 to George A. Alexander and wife, Lot 7 Block 13, to Charles R. Bowes, lot 13 Block 3 to Fred W. Clark and wife, Lot 29 Block 2 to Franklin L. Adams and wife, lot 16 Block 1 to Walter E. Bagley, all in the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County, which is a part of the property described in said deed of trust, be and the same are hereby approved as of the date of the respective deeds thereof and set out in the said petition and report of sale, 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.

Hugh L. Malone, Judge

In the Matter of	:	No.7595 Equity
Edgar D. Turner and	:	In the Circuit Court
Elmer E. Still, Trustees	:	for
	:	Anne Arundel County

Filed January 31st, 1939

Inventory of Unsold Lots at Cape Anne, as of April,1938.

Block 1 -	Lot #1 @	$100.00	
	4 "	100.00	
	8 "	75.00	
	9 "	75.00	
	10 "	75.00	
	11 "	75.00	
	13 "	50.00	
	14 "	50.00	
	15 "	50.00	
	17 "	40.00	
	18 "	40.00	
	19 "	50.00	
	20 "	50.00	
	21 "	50.00	
	22 "	50.00	
	23 "	60.00	
	24 "	60.00	
	25 "	60.00	
	26 "	75.00	
	27 "	75.00	
	28 "	75.00	$1,335.00
Block 2 -	Lot #3 "	100.00	
	20 "	50.00	
	21"	50.00	
	25 "	75.00	
	26 "	75.00	
	27 "	75.00	425.00
Block 3 -	Lot #12"	75.00	
	14"	75.00	
	18"	75.00	225.00
	(Lots 1 to 7 are now being washed away) no value.		
Block 4 -	Lot #8 "	75.00	
	10 "	75.00	
	16 "	75.00	
	17 "	50.00	
	18 "	50.00	
	20 "	75.00	
	21 "	75.00	
	24 "	75.00	550.00
Block 5 -	Lot 10"	75.00	
	11 "	75.00	150.00
Block 6 -	Lot 10 "	75.00	
	12	60.00	
	14	60.00	195.00

Forward to page 2,--- $ 2,880.00

LIBER 77 PAGE 582

Brought forward from page 1,			$2,880.00
Block 7 - Lot #	1	$60.00	
	3	50.00	
	5	75.00	
	6	75.00	
	7	75.00	
	8	75.00	
	9	75.00	
	10	40.00	
	11	40.00	
	12	40.00	
	13	40.00	
			645.00
Block 8 - Lot #	1	30.00	
	4	60.00	
	5	60.00	
	8	30.00	
	10	30.00 ✓	
			210.00
Block 9 - Lot #	1	25.00	
	2	25.00	
	7	25.00	
	8	25.00	
	9	25.00	
	10	25.00	150.00
Block 10- Lot #	1	25.00	
	2	25.00	
	3	25.00	
	4	25.00	
	5	25.00	
	6	25.00	
	7	30.00	
	8	30.00	
	9	30.00	
	10	25.00	
	11	25.00	
	12	25.00	
	13	25.00	
	14	25.00	
	15	25.00	
	16	25.00	415.00
Block 11- Lot #	1	35.00	
	2	35.00	
	3	35.00	
	4	30.00	
	5	30.00	
	6	30.00	
	7	30.00	
	8	30.00	
	9	30.00	
	10	30.00	
	11	30.00	
	12	30.00	
	13	30.00	
	14	30.00	
	15	35.00	
	16	35.00	505.00
Forward to page 3,-------			$4,905.00

Brought forward from page 2,		$4,805.00
Block 12 - Lot # 1	$35.00	
2	35.00	
3	35.00	
6	35.00	
7	35.00	
8	40.00	
9	40.00	
10	35.00	
11	35.00	
12	35.00	
13	35.00	
14	35.00	
		430.00
Block 13 - Lot # 4	40.00	
10	35.00	
11	35.00	
12	35.00	
13	35.00	
14	35.00	
15	35.00	250.00
		$5,485.00
32½ acres unplatted,		2,100.00
Grand Total,--------		$7,585.00

Edgar D. Turner

H Ray Kingsley

Trustees.

District of Columbia, City of Washington, Sct:

I hereby certify that on this 25th day of January in the year nineteen hundred and thirty nine, before me the subscriber, a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Edgar D. Turner, Trustee, and H. Ray Kingsley, substituted Trustee, and made oath in due form of law that the aforegoing inventory is just and true.

Witness my hand and seal Notarial.

Stella G. Fitton

Notary Public, D.C.

STELLA G. FITTON NOTARY PUBLIC DISTRICT OF COLUMBIA

LIBER 77 PAGE 583

LIBER 77 PAGE 584

Filed 13th June 1939

In the Matter of	:	No. 7595 Equity
Edgar D. Turner and	:	In the Circuit Court
Elmer E. Still,	:	for
Trustees	:	Anne Arundel County

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee as hereinafter set out, respectfully shows:

I.

That Edgar D. Turner and Elmer E. Still were appointed trustees under the deed in trust filed in these proceedings with full power to make sale of the property of which the hereinafter described property is a part, therein mentioned, upon such terms as they think proper.

II.

That this Honorable Court assumed jurisdiction of the trust reposed in the said Edgar D. Turner and Elmer E. Still and appointed H. Ray Kingsley in the place and stead of Elmer E. Still, as Co-trustee with Edgar D. Turner, to carry out the uses and purposes set out in the aforesaid deed in trust with the same powers, rights and duties as were imposed by the said deed on the said Edgar D. Turner and Elmer E. Still, and provided that the said trustees should file bond in the penalty of $30,000., conditioned for the faithful discharge of their said trust, by order passed on the 8th day of April, 1938, in these proceedings, and that bond was filed and approved on the 27th day of April, 1938.

III.

That in accordance with the powers granted by the said deed in trust and/or the order of Court passed on the 8th day of April, 1938, aforesaid the following property has been sold.

1. Lots 3 and 4 in Block 4 in the subdivision of Cape Anne, formerly Cape Battee as per plat of said subdivision recorded on the 31st day of October, 1928, among the Plat Records of Anne Arundel County in Liber F.S.R.No. 2 folio 12, which subdivision is a part of the property described in the aforesaid deed in trust, to H. Ray Bryant and Helene Anna Bryant for the sum of $800., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley Trustees aforesaid, have passed their deed dated August 26, 1938, to the said H. Ray Bryant and Helene Anne Bryant and which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 195 folio 134.

2. Lot 9 Block 3 in the subdivision of Cape Anne aforesaid, to Kirby F. Smith and Robertine P. Smith, for the sum of $350., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 15th day of December, 1938, to the said Kirby F. Smith and Robertine P. Smith and which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 195 folio 132.

3. Lot 8 Block 1 in the subdivision of Cape Anne aforesaid, to Helena C. Spraker and Carla I. Davis, for the sum of $350., which the amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kinglsye, Trustees aforesaid, have passed their deed dated the 25th day of January, 1939, to the said Helena C. Spraker and Carla I. Davis and which deed has been left for record among the Land Records of Anne Arundel County on the 24th day of April, 1939.

4. Lot 10 Block 6 in the subdivision of Cape Anne aforesaid, to Richard P. Fleet and Elizabeth Fleet for the sum of $600.00, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 14th day of March, 1939, to the said Richard P. Fleet and Elizabeth Fleet and which deed has been left for record among the Land Records of Anne Arundel County on the 24th day of April, 1939.

5. Lot 15 Block 4 in the subdivision of Cape Anne aforesaid, to Clinton E. Arnold for the sum of $300., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 17th day of March, 1939, to the said Clinton E. Arnold and which deed has been left for record among the Land Records of Anne Arundel County on the 24th day of April, 1939.

6. Lots 16 and 17 in Block 2 in the subdivision of Cape Anne aforesaid to I. Keifer Gruver, Jr. for the sum of $500., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 25th day of January, 1939, to the said I. Keifer Gruver, Jr., and which deed has been left for record among the Land Records of Anne Arundel County on the 24th day of April, 1939.

7. Lot 6 block 5 in the subdivision of Cape Anne aforesaid to Frank Dries for the sum of $300., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 19th day of April, 1939, to the said Frank Dries and which deed has been left for record among the Land Records of Anne Arundel County on the 25th day of April, 1939.

8. Lot 9 Block 6 in the subdivision of Cape Anne aforesaid to John W. Gunn and Susan E. Gunn for the sum of $500., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 19th day of April, 1939, to the said John W Gunn and Susan E. Gunn and which deed has been left for record among the Land Records of Anne Arundel County on the 25th day of April, 1939.

9. Lot 11 Block 10 in the subdivision of Cape Anne aforesaid to Arthur M.Lowell and Daisy M. Lowell for the sum of $95.00, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustee aforesaid, have passed their deed dated the 19th day of April, 1939, to the said Arthur M. Lowell and Daisy M. Lowell and which deed has been left for record among the Land Records of Anne Arundel County on the 25th day of April, 1939.

10. Lot 5 Block 6 in the subdivision of Cape Anne aforesaid to Ethel T. Robinson for the sum of $300.,which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees afore-

said, have passed their deed dated the 19th day of April, 1939, to the said Ethe T. Robinson, which deed has been left for record among the Land Records of Anne Arundel County on the 25th day of April, 1939.

11. Lot 4 Block 5 in the subdivision of Cape Anne aforesaid to Richard H. Davis and Beatrice M. Davis, for the sum of $450., which amount has been paid in full and for which the said Edgar D Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 26th day of April, 1939, to the said Richard H. Davis and Beatrice M. Davis, which deed has been left for record among the Land Records of Anne Arundel County on the 29th day of April, 1939.

IV.

That your petitioners are familiar with real estate values in the Seventh Election District of Anne Arundel County and have had wide range of experience with the sale of real estate and that the sales reported herein were made upon the best terms obtainable, the difference in price being due to the location of the lots and that the sales are to the advantage and interest of the cestui que trust.

Therefore your petitioners pray the Court to approve the sales of the real estate as set out in paragraph three of this petition as of the date of the respective deeds, nunc pro tunc.

And as in duty bound etc.,

Edgar D. Turner

Edgar D. Turner Trustee

H. Ray Kingsley

H. Ray Kingsley

Substituted Trustee

M. Clare M. Green

M. Clare M. Green

Solicitor

City of Washington, District of Columbia, Sct:

I hereby certify that on this 24th day of May in the year 1939, before me, the subscriber a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Edgar D. Turner Trustee and H. Ray Kinsgley, substituted trustee and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth and that the sales therein reported were fairly made.

Witness my hand and seal Notarial,

William R. Russell

William R. Russell

Notary Public

In the Matter of : No. 7595 Equity

Edgar D. Turner : In the Circuit Court

and Elmer E. Still, for

Trustees : Anne Arundel County

:

ORDER NISI

Ordered this 13th day of ~~May~~ June, 1939, that the sale out of the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County of Lots 3 and 4 in block 4, lot 9 block 3, lot 8 block 1, lot 10 block 6, lot 15 block 4, lots 16 and 17 block 2, lot 6 block 5, lot 9 block 6, lot 11 block 10, lot 5 block 6 and lot 4 block 5, the same being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee of the deed in trust filed herein, be approved nunc pro tunc as of the date of the respective deeds thereof, unless cause to the contrary be shown on or before the 14th day of July next, provoded a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 14th day of July 1939.

The report states the amount of sales to be $4545.00.

John H. Hopkins, 3rd. Clerk

Filed June 13, 1939

LIBER 77 PAGE 588

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

In the Circuit Court for Anne Arundel County.
No. 7595 Equity

In the Matter of Edgar D. Turner and Elmer E. Still, Trustees.

Ordered, this 13th day of June, 1939, that the sale out of the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County of Lots 3 and 4 in Block 4, lot 9 Block 3, lot 8 block 1, lot 10 block 6, lot 15 block 4, lots 16 and 17 block 2, lot 6 block 5, lot 9 block 6, lot 11 block 10, lot 5 block 6 and lot 4 block 5, the same bein ga part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee of the deed in trust filed herein, be approved nunc pro tunc as of date of the respective deeds thereof, unless cause to the contrary be shown on or before the

14TH DAY OF JULY, NEXT;

Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 14th day of July, 1939.

The report states the amount of sales to be $4545.00.

JOHN H. HOPKINS, 3rd Clerk

True Copy,

Test: JOHN H. HOPKINS, 3rd Clerk

Ju-29

Filed July 26, 1939

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1939

We hereby certify, that the annexed Order Nisi Sale - Edgar D. Turner and Elmer E. Still, Trustees No. 7595 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of July, 1939. The first insertion being made the 15th day of June, 1939.

THE CAPITAL-GAZETTE PRESS, INC.

By Arlette Friend

No. MG 3011

In the Matter of : No. 7595 Equity

Edgar D. Turner : In the Circuit Court

and :

for

Elmer E. Still, :

Trustees Anne Arundel County

:

LIBER 77 PAGE 589

Final Order

Ordered by the Circuit Court for Anne Arundel County sitting in Equity upon the aforegoing petition and report of sales made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted trustee of the deed in trust, filed in these proceedings that the sales of lots 3 and 4 in Block 4 to H. Ray Bryant and Helene Anne Bryant, lot 9 in block 3 to Kirby F. Smith and Robertine F. Smith, lot 8 in Block 1 to Helena C. Spraker and Carla I. Davis, lot 10 block 6 to Richard P. Fleet and Elizabeth Fleet, lot 15 block 4 to Clinton E. Arnold, lots 16 and 17 block 2 to I. Keifer Gruver Jr., lot 6 block to Frank Dries, lot 9 block 6 to John W. Gunn and Susan E. Gunn, lot 11 block 10 to Arthur M. Lowell and Daisy M. Lowell, lot 5 block 6 to Ethel T. Robinson and lot 4 block 5 to Richard H. Davis and Beatrice M. Davis, all in the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County, which is a part of the property described in said deed in trust, be and the same are hereby approved as of the date of the respective deeds thereof and set out in the said petition and report of sale, 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.

Filed July 27, 1939

July 27, 1939

Rigby P. Melvin

Judge

LIBER 77 PAGE 590

Filed April 25, 1920

In the Matter of	:	7595 Equity
Edgar D. Turner and	:	In the Circuit Court for
Elmer E. Still	:	Anne Arundel County
Trustees		

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee as hereinafter set out, respectfully shows:

I

That Edgar D. Turner and Elmer E. Still were appointed trustees under the deed in trust filed in these proceedings with full power to make sale of the property of which the hereinafter described property is a part, therein mentioned, upon such terms as they think proper.

II.

That this Honorable Court assumed jurisdiction of the trust reposed in the said Edgar D. Turner and Elmer E. Still and appointed H. Ray Kingsley in the place and stead of Elmer E. Still, as Co-trustee with Edgar D. Turner, to carry out the uses and purposes set out in the aforesaid deed in trust with the same powers, rights and duties as were imposed by the said deed on the said Edgar D. Turner and Elmer E. Still, and provided that the said trustees should file bond in the penalty of $30,000., conditioned for the faithful discharge of their said trust, by order passed on the 8th day of April, 1938, in these proceedings, and that bond was filed and approved on the 27th day of April, 1938.

III

That in accordance with the powers granted by the said deed in trust and/or the order of Court passed on the 8th day of April. 1938, aforesaid, the following property has been sold.

1.Lot 4 Block 13 in the subdivision of Cape Anne, formerly Cape Battee as per plat of said subdivision formerly recorded on the 31st day of October,1928, among the Plat Records of Anne

Arundel County in Liber F.S.R. No. 2 folio 12 and now recorded among the new Plat Records of Anne Arundel County in Cabinet 1 Rod S Plat 12, which subdivision is a part of the property described in the aforesaid deed in trust, to Anna M. Kosinsky for the sum of $360.00 which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated July 5, 1939 to the said Anna M. Kosinsky and which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 203 folio 233.

2. Lot 10 Block 2 in the subdivision of Cape Anne aforesaid to Julia A. Gould, for the sum of $500., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 15the day of April, 1940, to the said Julia A. Gould and which deed is intended to be recorded among the Land Records of Anne Arundel County.

3. Lot 14 Block 6 in the subdivision of Cape Anne aforesaid to Charles S. Wise and Esther E. Wise, his wife, for the sum of $325., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated 26th day of August, 1939, to the said Charles S. Wise and Esther E. Wise, his wife and which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 208 folio 89.

4. Lot 19 Block 4 in the subdivision of Cape Anne aforesaid to Christopher C. Kyle and Bertha E. Kyle, his wife, for the sum of $300.00, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 6th day of September, 1939, to the said Christopher C. Kyle and Bertha E. Kyle, his wife and which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 208 folio 91.

5. Lot 8 Block 9 in the subdivision of Cape Anne aforesaid to Mainie Melius for the sum of $150., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 25th day of November, 1939, to the said Mainie Melius and which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 209 folio 242.

6. Lots 8 & 9 Block 13 in the subdivision of Cape Anne aforesaid to Wayne F. Borton and Florence E. Borton, his wife, for the sum of $650.00, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 25th day of November, 1939 to the said Wayne F. Borton and Florence E. Borton, his wife, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 209 folio 237.

7. Lot 15 Block 3 in the subdivision of Cape Anne aforesaid to Edgar J. Semmler for the sum of $300., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 20th day of June 1939 to the said Edgar J. Semmler, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 202 folio 252.

8. Lot 23 Block 2 in the subdivision of Cape Anne aforesaid to Edward J. Jueneman and Hilda A. Jueneman, his wife, for the sum of $400., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 7th day of June 1939 to the said

Edward J. Jueneman and Hilda A. Jueneman, his wife, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 202 folio 167.

9. Lot No. 19 Block 2 in the subdivision of Cape Anne aforesaid, to Virgil E. Burner and Ruby R. Burner, his wife, for the sum of $250.00, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 14th day of March, 1939 to the said Virgil E. Burner and Ruby R. Burner, his wife, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 202 folio 165.

10. Lot 7 Block 6 in the subdivision of Cape Anne aforesaid, to William E. Heath and Ella A. Heath, his wife, for the sum of $500. which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 4th day of March 1940 to William E. Heath and Ella A. Heath, his wife, which deed is recorded among the Land Records of Anne Arundel County in Liber 12 folio 2 .

11. Lot 3 Block 8 in the subdivision of Cape Anne aforesaid, to Thomas H. Davis and Florence E. Davis, his wife, for the sum of $400., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 5th day of April, 1940, which deed has been left for record among the Land Records of Anne Arundel County.

12. Lot 12 Block 2 in the subdivision of Cape Anne aforesaid, to Sanford B. Campbell and Elsie A. Campbell, his wife, for the sum of $350., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated the 25th day of November, 1939, which deed has been recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 209 folio 240.

IV.

That your petitioners are familiar with real estate values in the Seventh Election District of Anne Arundel County and have had wide range of experience with the sale of real estate and that the sales reported herein were made upon the best terms obtainable, the difference in price being due to the location of the lots and that that the sales are to the advantage and interest of the cestui que trust.

Therefore your petitioners pray the Court to approve the sales of the real estate as set out in paragraph three of this petition as of the date of the respective deeds, nunc pro tunc.

And as in duty bound, etc.,

Edgar D. Turner, Trustee

Edgar D. Turner, Trustees

H. Ray Kingsley, Trustee

H. Ray Kingsley, substituted Trustees.

M. Clare M. Green

M. Clare M. Green, solicitor

City of Washington, District of Columbia, Sct:

I hereby certify that on this 24th day of

April in the year 1940, before me, the subscriber a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Edgar D. Turner, Trustee and H. Ray Kingsley, substituted trustee and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth and that the sales ther in reported were fairly made.

Witness my hand and seal Notarial,

William P. Russell
Notary Public.

LIBER 77 PAGE 594

Filed April 25th, 1940

In the Matter of	:	No. 7595 Equity
Edgar D. Turner	:	In the Circuit Court
and Elmer E. Still,	:	for
Trustees	:	Anne Arundel County

ORDER NISI

Ordered this 25th day of April, 1940, that the sales out of the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County of Lot 4, Block 13, Lot 10 Block 2 Lot 14 Block 6, Lot 19 Block 4, Lot 8 Block 9, Lots 8 and 9 Block 13, Lot 15, Block 3, Lot 23 Block 2, Lot 19 Block 2, Lot 7 Block 6, Lot 3 Block 8, Lot 12 Block 2, the same being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee of the deed in trust filed herein, be approved nunc pro tunc as of the date of the respective deeds thereof, unless cause to the contrary be shown on or before the 27th 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 27th day of May 1940.

The report states the amount of sale to be $4,485.00.

John H. Hopkins, 3rd.
Clerk.

LIBER 77 PAGE 595

ORDER NISI

In The Circuit Court For
Anne Arundel County
No. 7505 Equity

In the Matter of Edgar D. Turner and
Elmer E. Still, Trustees

Ordered, this 25th day of April, 1940, that the sales out of the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County of Lot 4 Block 13, Lot 10 Block 2, Lot 14 Block 6, Lot 10 Block 4, Lot 8 Block 9, Lots 8 and 9 Block 13, Lot 15 Block 3, Lot 23 Block 2, Lot 19 Block 2, Lot 7 Block 6, Lot 3, Block 8, Lot 12 Block 2, the same being a part of the property mentioned in these proceedings, made, and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee of the deed in trust filed herein, be approved nunc pro tunc as of the date of the respective deeds thereof, unless cause to the contrary be shown in or before the

27TH 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 27th day of May, 1940.

The report states that the amount of sale to be $4,485.00.

JOHN H. HOPKINS, 3rd, Clerk

True Copy.

Test: JOHN H. HOPKINS, 3rd, Clerk

m-16

Filed July 5th 1940

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 5, 1940

We hereby certify, that the annexed

Order Nisi - Turner and Still
#7595 - Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 27th day of May, 1940. The first insertion being made the 2nd day of May, 1940.

THE CAPITAL-GAZETTE PRESS, INC.

By H S Thayer

No. MG 6342

LIBER 77 PAGE 596

In the Matter of	:	No. 7595 Equity
Edgar D. Turner	:	In the Circuit Court
and Elmer E. Still,	:	for
Trustees	:	Anne Arundel County

FINAL ORDER

Ordered this 8th day of July, 1940 by the Circuit Court for Anne Arundel County sitting in Equity, upon the aforegoing petition and report of sales made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted trustee of the deed in trust, filed in these proceedings that the sales of Lot 4 Block 13 to Anna M. Kosinsky, Lot 10 Block 2 to Julia A. Gould, Lot 14 Block 6 to Charles S. Wise and Esther E. Wise, his wife, Lot 19 Block 4 to Christopher C. Kyle and Bertha E. Kyle, his wife, Lot 8 Block 9 to Mainie Melius, Lots 8 and 9 Block 13 to Wayne F. Borton and Florence E. Borton, his wife, Lot 15 Block 3 to Edgar J. Semmler Lot 23 Block 2 to Edward J. Jueneman and Hilda A. Jueneman, his wife, Lot 19 Block 2 to Virgil E. Burner and Ruby R. Burner, his wife, Lot 7 Block 6 to William E. Heath and Ella A. Heath, his wife, Lot 3 Block 8 to Thomas H. Davis and Florence E. Davis, his wife, Lot 12 Block 2 to Sanford B. Campbell and Elsie A. Campbell, his wife, all in the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County, which is a part of the property described in said deed in trust, be and the same are hereby approved as of the date of the respective deeds thereof and set out in the said petition and report of sale, 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.

Filed 8 July 1940

Ridgely P. Melvin
Judge

In the Matter of	:	No. 7595 Equity
Edgar D. Turner	:	In the Circuit Court
and	:	for
Elmer E. Still, Trustees	:	Anne Arundel County

Mr. Clerk:

Please enter my appearance in the above entitled case.

Richard E. Lankford

Richard E. Lankford

Filed January 7, 1921

In the Matter of	:	No. 7595 Equity
Edgar D. Turner and	:	In the Circuit Court
Elmer E. Still	:	for
Trustees	:	Anne Arundel County

Filed January 7th, 1948.

To the Honorable, the Judges of Said Court:

The petition of Edgar D. Turner, Trustee and H. Ray Kingsley, substituted Trustee as hereinafter set out, respectfully shows:

I

That Edgar D. Turner and Elmer E. Still were appointed trustees under the deed in trust filed in these proceedings with full power to make sale of the property of which the hereinafter described property is a part, therein mentioned, upon such terms as they think proper.

II

That this Honorable Court assumed jurisdiction of the trust reposed in the said Edgar D. Turner and Elmer E. Still and appointed H. Ray Kingsley in the place and stead of Elmer E. Still, as Co-trustee with Edgar D. Turner, to carry out the uses and purposes set out in the aforesaid deed in trust with the same powers, rights and duties as were imposed by the said deed on the said Edgar D. Turner and Elmer E. Still, and provided that the said trustees should file bond in the penalty of $30,000, conditioned for the faithful discharge of their said trust, by order passed on the 8th day of April, 1938, in these proceedings, and that bond was filed and approved on the 27th day of April, 1938.

III

That in accordance with the powers granted by the said deed

in trust and/or the order of Court passed on the 8th day of April, 1938, aforesaid, the following property has been sold.

1. Lot 11, Block 5 in the subdivision of Cape Anne, formerly Cape Battee as per plat of said subdivision formerly recorded on the 31st day of October, 1928, among the Plat Records of Anne Arundel County in Liber F.S.R. No. 2 folio 12 and now recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod S, Plat 12, which subdivision is a part of the property described in the aforesaid deed in trust, to Joseph M. Kline and Dorothy Louise Kline, his wife, for the sum of $500. , which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees, aforesaid, have passed their deed dated April 24, 1940 to the said Joseph M. Kline and Dorothy Louise Kline, his wife, and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 216, folio 307.

2. Lot 20, Block 3 in the subdivision of Cape Anne aforesaid to Jack A. Finfrock and Marie T. Finfrock, his wife, for the sum of $400.00, which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 29th day of May, 1940, to the said Jack A. Finfrock and Marie T. Finfrock, his wife, and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 218, folio 39.

3. Lot 11, Block 6 in the subdivision of Cape Anne aforesaid to Ethel T. Robinson, for the sum of $300.00 which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 16th day of May, 1940, to the said Ethel T. Robinson and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 218, folio 41.

4. Lot 8, Block 3 in the subdivision of Cape Anne aforesaid to John E. Harris, for the sum of $400.00 which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 7th day of November, 1940, to the said John E. Harris and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 231, folio 55.

5. Lot 6, Block 2 in the subdivision of Cape Anne aforesaid to Walter M. Humphries and Amanda May Humphries, his wife, for the sum of $450.00 which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 7th day of November, 1940, to the said Walter M. Humphries and Amanda May Humphries, his wife and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 231, folio 53.

6. Lots 1 and 2, Block 9 in the subdivision of Cape Anne aforesaid to Hetty A. Shearman, for the sum of $220.00 which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 21st day of March, 1941, to the said Hetty A. Shearman, which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 233, folio 402.

7. Lot 10, Block 10 in the subdivision of Cape Anne aforesaid to Arthur M. Lowell and Daisy M. Lowell, his wife, for the sum of $100.00 which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 21st day of

March,1941, to the said Arthur M. Lowell and Daisy M. Lowell, his wife, which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 233, folio 399.

8. Lot 14, Block 10 in the subdivision of Cape Anne aforesaid to George D. Collins and Ethel M. Collins, his wife, for the sum of $125. , which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 16th day of May, 1941, to the said George D. Collins and Ethel M. Collins, his wife, and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 239, folio 299.

9. Lot 10, Block 3 in the subdivision of Cape Anne aforesaid to George Thomas Collins and Jessie H. Collins, his wife, for the sum of $350.00 , which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 8th day of May, 1941, and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 239, folio 302.

10. Lot 15, Block 10 in the subdivision of Cape Anne aforesaid to Edward J. McCamley and Mabel B. McCamley, his wife, for the sum of $125. , which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 16th day of May, 1941, and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 239, folio 304.

11. Lots 2 and 3, Block 1 in the subdivision of Cape Anne aforesaid to George P. Stine, for the sum of $1200., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed dated the 15th day of July, 1941, and which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 241, folio 63.

12. Lot 4, Block 6 in the subdivision of Cape Anne aforesaid to Ethel T. Robinson, for the sum of $300., which amount has been paid in full and for which the said Edgar D. Turner and H. Ray Kingsley, Trustees aforesaid, have passed their deed to the said Ethel T. Robinson and which deed was left on the 24th day of November, 1941, to be recorded among the Land Records of Anne Arundel County.

IV

That your petitioners are familiar with real estate values in the Seventh Election District of Anne Arundel County and have had wide range of experience with the sale of real estate and that the sales reported herein were made upon the best terms obtainable, the difference in price being due to the location of the lots and that the sales are to the advantage and interest of the cestui que trust.

Therefore your petitioners pray the Court to approve the sales of the real estate as set out in paragraph three of this petition as of the date of the respective deeds, nunc pro tunc.

And as in duty bound, etc.,

Edgar D. Turner

Edgar D. Turner, Trustee

Richard E. Lankford

Richard E. Lankford, Solicitor

H. Ray Kingsley

H. Ray Kingsley, substituted Trustee

City of Washington, District of Columbia, Sct:

I hereby certify that on this 30th day of December, in the year 1941, before me the subscriber, a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Edgar D. Turner, Trustee ~~and H. Ray Kingsley, substituted Trustee,~~ and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth and that the sales therein reported were fairly made.

Witness my hand and seal Notarial,

Ferne A. Zetty William R. Russell

Notary Public

WILLIAM R. RUSSELL NOTARY PUBLIC DISTRICT OF COLUMBIA

County of Franklin State of Ohio, Sct:

I hereby certify that on this 27th day of December, in the year 1941, before me the subscriber, a Notary Public of the County of Franklin, state of Ohio aforesaid, personally appeared H. Ray Kingsley, substituted Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth and that the sales therein reported were fairly made.

Witness my hand and seal Notarial.

Ferne A. Zetty Franklin Co.

Notary Public

My Commission Exp 8/4/41

NOTARIAL SEAL FRANKLIN COUNTY, OHIO

In the Matter of	:	No. 7595 Equity
Edgar D. Turner and	:	In the Circuit Court
Elmer E. Still,	:	for
Trustees	:	Anne Arundel County

Filed January 7, 1942

ORDER NISI

Ordered this 7th day of January, 1942, that the sales out of the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County of Lot 11, Block 5, Lot 20 Block 3, Lot 11 Block 6, Lot 8 Block 3, Lot 6 Block 2, Lots 1 and 2 Block 9, Lot 10 Block 10, Lot 14 Block 10, Lot 10 Block3, Lot 15 Block 10, Lots 2 and 3 Block 1, Lot 4 Block 6, the same being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee, and H. Ray Kingsley, substituted Trustee of the deed in trust filed herein, be approved nunc pro tunc as of the date of the respective deeds thereof, unless cause to the contrary be shown on or before the 7th day of February, next, provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 7th day of February, 1942.

The report states the amount of sales to be $4470.00

John H. Hopkins, 3rd.
Clerk

LIBER 77 PAGE 603

ORDER NISI

In the Circuit Court for Anne Arundel County.
No. 7565 Equity.

In the Matter of Edgar D. Turner and Elmer E. Still, Trustees.

Ordered, this 7th day of January, 1942, that the sales out of the subdivision of Cape Anne, in the Seventh Election District of Anne Arundel County, of Lot 11, Block 5; Lot 20, Block 3; Lot 11, Block 6; Lot 8, Block 3; Lot 6, Block 2; Lots 1 and 2, Block 9; Lot 10, Block 10; Lot 14, Block 10; Lot 10, Block 3; Lot 15, Block 10; Lots 2 and 3, Block 1; Lot 4, Block 6, the same being a part of the property mentioned in these proceedings, made and reported by Edgar D. Turner, Trustee, and H. Ray Kingsley substituted Trustee of the deed in trust filed herein, be approved nunc pro tunc as of the date of the respective deeds thereof, unless cause to the contrary be shown on or before the

7TH DAY OF FEBRUARY NEXT;

provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of February, 1942.

The report states the amount of sale to be $4,470.00.

JOHN H. HOPKINS, 3RD, Clerk.

True Copy, Test:

JOHN H. HOPKINS, 3RD, Clerk.

J-22

Filed February 2nd 1942

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 4, 1942

We hereby certify, that the annexed

Order Nisi

Edgar D. Turner

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the seventh day of February, 1942 The first insertion being made the eighth day of January, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By Betty Pauw

No. E. C. 898

LIBER 77 PAGE 604

In the Matter of	:	No. 7595 Equity
Edgar D. Turner and	:	In the Circuit Court
Elmer E. Still,	:	for
Trustees	:	Anne Arundel County

FINAL ORDER

Ordered this 2nd day of February, 1945 by the Circuit Court for Anne Arundel County sitting in Equity, upon the aforegoing petition and report of sales made and reported by Edgar D. Turner, Trustee and H. Ray Kingsley, substituted trustee of the deed in trust, filed in these proceedings that the sales of Lot 11, Block 5 to Joseph M. Kline and Dorothy Louise Kline, his wife, Lot 20, Block 3 to Jack A. Finfrock and Marie T. Finfrock, his wife, Lot 11, Block 6 to Ethel T. Robinson, Lot 8, Block 3 to John E. Harris, Lot 6, Block 2 for Walter M. Humphries and Amanda May Humphries, his wife, Lots 1 and 2, Block 9 to Hetty A. Shearman, Lot 10, Block 10 to Arthur M. Lowell and Daisy M. Lowell, his wife, Lot 14, Block 10 to George D. Collins and Ethel M. Collins, his wife, Lot 10, Block 3 to George Thomas Collins and Jessie H. Collins, his wife, Lot 15, Block 10 to Edward J. McCamley and Mabel B. McCamley, his wife, Lots 2 and 3, Block 1 to George P. Stine, Lot 4, Block 6 to Ethel T. Robinson, all in the subdivision of Cape Anne in the Seventh Election District of Anne Arundel County, which is a part of the property described in said deed in trust, be and the same are hereby approved as of the date of the respective deeds thereof and set out in the said petition and report of sale, 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.

Filed - February 2nd 1945

No. 7595 Equity

- - - -

IN THE MATTER OF

EDGAR D. TURNER

AND

ELMER E. STILL

TRUSTEES

* - - - -

Mr. Clerk:

Please enter my appearance in the above entitled case.

Marvin L. Anderson
Solicitor

Filed Sept. 9, 1944.

20

IN THE MATTER OF	:	NO. 7595 EQUITY
EDGAR D. TURNER AND	:	IN THE
ELMER E. STILL	:	CIRCUIT COURT FOR
TRUSTEES	:	ANNE ARUNDEL COUNTY

: : : : : :

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner and H. Ray Kingsley, Trustees, respectfully shows:

That your petitioners sold Lot 10 of Block 5, in the subdivision of Cape Anne, formerly Cape Battee, to Albert L. Hollidge, for the sum of **four hundred fifty($450.00)dollars**, which amount has been paid in full, and for which the Trustees have passed their deed to the said Albert L. Hollidge, dated the 25th of September, 1943 , recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 294, folio 123.

That your petitioners are familiar with real estate values in said development and have had a wide range of experience in the sale of real estate and that the sale reported herein was made upon the best terms obtainable.

That your petitioners file herewith a certificate of **JOHN L.FLETCHER** and **EDWARD G.FENWICK** who are familiar with the values of real estate in the subdivision above mentioned and the vicinity, certifying to the value of said lot.

Therefore, your petitioners pray the Court to approve the sale of the said Lot 10 of Block 5, Cape Anne, as herein set forth, and ratify and confirm the deed of said Trustees to the said Albert L. Hollidge, as aforesaid.

And as in duty, etc.

Edgar D. Turner

Edgar D. Turner as Trustee

H. Ray Kingsley

H. Ray Kingsley
TRUSTEES

Solicitor

Filed 6th December 1944

WASHINGTON, DISTRICT OF COLUMBIA, To Wit:

I hereby certify that on this 9th day of Nov 1944, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared EDGAR D. TURNER, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief, and that said sale was fairly made.

As witness my hand and seal Notarial.

My Commission Expires May 14-1945

Simon Sube
Notary Public

SIMON SUBE NOTARY PUBLIC DISTRICT OF COLUMBIA

~~STATE OF~~ DISTRICT OF COLUMBIA, ~~COUNTY OF~~, To Wit:

I hereby certify that on this 15th day of November 1944, before me, the subscriber, a Notary Public of the ~~State afore-~~ District of Columbia, personally appeared H. RAY KINGSLEY, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief, and that said sale was fairly made.

As witness my hand and seal Notarial.

Martha S. Adams,
Notary Public D.C.

MARTHA S. ADAMS NOTARY PUBLIC DISTRICT OF COLUMBIA

My Commission expires September 1, 1949.

I, the undersigned, the purchaser of Lot 10, Block 5, Cape Anne, hereby consent to the passage of a final order ratifying and confirming the aforementioned sale and deed.

Albert L. Holliday

We, the undersigned, do hereby certify that we are familiar with the value of real estate in Cape Anne, formerly Cape Battee, in the Seventh Election District of Anne Arundel County, Maryland, and vicinity, and in our opinion the fair market value of Lot 10 of Block 5, is Four hundred fifty ——— dollars.

John L. Fletcher

John L. Fletcher
Address: 600 F Street, N.W.,
Washington, D.C.

Edward G. Fenwick

Edward G. Fenwick
Address: Woodward Building,
Washington, D.C.

Filed December 7th 1944

ORDERED this 7th day of December, in the year Nineteen hundred forty-four, by the Circuit Court for Anne Arundel County in Equity, that the sale of Lot No. 10 of Block No. 5, Cape Anne, formerly Cape Battee, and the deed therefor to Albert L. Hollidge dated the 25th of September, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 294, folio 123, be and the same are hereby finally ratified and confirmed.

Ridgely P. Melvin
C. J.

IN THE MATTER OF	:	NO. 7595 EQUITY
EDGAR D. TURNER AND ELMER E. STILL	:	IN THE
	:	CIRCUIT COURT FOR
TRUSTEES	:	ANNE ARUNDEL COUNTY

: : : : : :

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner and H. Ray Kingsley, Trustees, respectfully shows:

That this Honorable Court assumed jurisdiction in this case on the 8th day of April, 1938, appointing H. Ray Kingsley as Co-trustee with Edgar D. Turner, your petitioners, who have duly qualified as provided by the Decree passed herein.

That at the time your petitioners were appointed Trustees, as above mentioned, Lot No. Two of Block Four in the subdivision known as "Cape Anne", formerly "Cape Battee", had been previously contracted to be sold by Edgar D. Turner and Elmer E. Still, the original Trustees named in the deed of trust, said deed of trust being filed herein, to J. E. Jenner; amd in the inventory of receipts and disbursements filed in this case on the 31st day of January, 1939, your petitioners reported the sum of $1778.73 due from J. E. Jenner, but did not list the said Lot No. Two of Block Four as an asset of the estate in the inventory of unsold lots.

That thereafter the lot was fully paid for by the purchaser and at his request the property was conveyed by your petitioners to John E. Jenner and Dora G. Jenner, his wife, as tenants by entireties, said deed being dated September 25, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 294, folio 121, said purchase money having been fully accounted for in this Honorable Court.

WHEREFORE, your petitioners pray the Court to pass an Order ratifying the act of the Trustees, your petitioners, and confirming the deed as executed by them for said Lot No. Two of Block Four,

Filed December 6th 1944

Cape Anne, to John E. Jenner and Dora G. Jenner, his wife, as aforementioned.

And as in duty, etc.

Witness as to E. D. T. Simon Rube — Edgar D. Turner, as Trustee

H. Ray Kingsley, as Trustee

TRUSTEES

Marvin L. Anderson
Solicitor

WASHINGTON, DISTRICT OF COLUMBIA, To Wit:

I hereby certify that on this 9th day of Nov, 1944, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared EDGAR D. TURNER, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

As witness my hand and seal Notarial.

My Commission Expires May 10-1945

Simon Rube
Notary Public

SIMON RUBE NOTARY PUBLIC DISTRICT OF COLUMBIA

STATE OF IOWA, COUNTY OF , To Wit:

I hereby certify that on this 28th day of November 1944, before me, the subscriber, a Notary Public of the State aforesaid, in and for said County, personally appeared H. RAY KINGSLEY, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

As witness my hand and seal Notarial.

B. F. Snyder
Notary Public

My commission Expires January 4-1945.

SNYDER IOWA NOTARIAL SEAL

IN THE MATTER OF	:	NO. 7595 EQUITY
EDGAR D. TURNER AND ELMER E. STILL	:	IN THE CIRCUIT COURT FOR
TRUSTEES	:	ANNE ARUNDEL COUNTY

: :: :: :

ORDERED upon the aforegoing petition and affidavits, this 7th day of December, in the year Nineteen hundred forty-four, by the Circuit Court for Anne Arundel County in Equity, that the act of the Trustees, Edgar D. Turner and H. Ray Kingsley, conveying Lot No. Two, Block Four, Cape Anne, formerly Cape Battee, to John E. Jenner and Dora G. Jenner, his wife, by deed dated September 25, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 294, folio 121, be and the same is hereby ratified and confirmed.

Rudolph P. Melvin
C. N.

Filed Dec. 7 1944

IN THE MATTER OF	:	NO. 7595 EQUITY
EDGAR D. TURNER AND ELMER E. STILL	:	IN THE
	:	CIRCUIT COURT FOR
TRUSTEES	:	ANNE ARUNDEL COUNTY

: : : : : : :

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner and H. Ray Kingsley, Trustees, respectfully shows:

That your petitioners sold Lot Two (2) of Block Eight (8), in the subdivision of Cape Anne, formerly Cape Battee, to Thomas H. Davis and Florence E. Davis, his wife, at and for the sum of FOUR HUNDRED($400.00)DOLLARS, which amount has now been fully paid and the said Thomas H. Davis and Florence E. Davis, his wife, entitled to a deed therefor.

That your petitioners are familiar with real estate values in said development and have had a wide range of experience in the sale of real estate and that the sale reported herein was made upon the best terms obtainable.

That your petitioners file herwith a certificate of John L.Fletcher and Edward G.Fenwick who are familiar with the values of real estate in the subdivision above mentioned and the vicinity, certifying to the value of said lot.

Therefore, your petitioners pray the Court to ratify and confirm the sale of said Lot 2 of Block 8, Cape Anne, to the said Thomas H. Davis and Florence E. Davis, his wife.

And as in duty, etc.

Edgar D. Turner TRUSTEE

H. Ray Kingsley TRUSTEE

Marvin L. Anderson
Solicitor

Filed 6 Feb 1945

WASHINGTON, DISTRICT OF COLUMBIA, To Wit:

I hereby certify that on this 1st day of Feb 1945, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared EDGAR D. TURNER, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief, and that said sale was fairly made.

As witness my hand and seal Notarial.

Simon Rubb
Notary Public

STATE OF IOWA, MUSCATINE COUNTY, To Wit:

I hereby certify that on this 6th day of February 1945, before me, the subscriber, a Notary Public of Muscatine, Iowa in and for the State of Iowa aforesaid, personally appeared H. RAY KINGSLEY, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as threin stated to the best of his knowledge and belief, and that said sale was fairly made.

As witness my hand and seal Notarial.

Richard C. Kanty
Notary Public

My commission expires July 4, 1945.

We, the undersigned, purchasers of Lot 2 of Block 8, Cape Anne hereby consent to the passage of a final order ratifying and confirming the aforementioned sale.

Thomas H. Davis.

Florence E. Davis

PURCHASERS

We, the undersigned, do hereby certify that we are familiar with the value of real estate in Cape Anne, formerly Cape Battee, in the Seventh Election District of Anne Arundel County, Maryland, and vicinity, and in our opinion the fair market value of Lot 2 of Block 8, is Four hundred ——— dollars.

John L. Fletcher
Address 600 F. St. N.W.
Washington, D.C.

Edward Quinck
Address 726 Woodward Bldg
Washington D.C.

Filed 6th Feb 1945

ORDERED this 6th day of February, in the year Nineteen hundred forty-five, by the Circuit Court For Anne Arundel County in Equity, that the sale of Lot 2 of Block 8, Cape Anne, formerly Cape Battee, be and the same is hereby finally ratified and confirmed.

Jane Clark A.J.

IN THE MATTER OF	:	NO. 7595 EQUITY
EDGAR D. TURNER AND	:	IN THE
ELMER E. STILL,	:	CIRCUIT COURT FOR
TRUSTEES	:	ANNE ARUNDEL COUNTY

: : : : : :

To the Honorable, the Judges of said Court:

The petition of Edgar D. Turner and H. Ray Kingsley, Trustees in the above entitled cause, respectfully shows:

1. That on April 7, 1938, Edgar D. Turner filed a petition in these proceedings reciting that Elmer E. Still had resigned as Trustee under a certain deed from Frank A. Johnson filed herein as Exhibit No. 3, and the said petition prayed this honorable Court to pass an order appointing H. Ray Kingsley as Co-Trustee in place of Elmer E. Still, with Edgar D. Turner to carry out the uses and purposes set forth in the deed from said Frank A. Johnson.

2. That by the order of this Honorable Court, passed on April 8, 1938, the said H. Ray Kingsley was appointed as Co-Trustee in the place and stead of the said Elmer E. Still to carry out the purposes hereinbefore referred to.

3. That by said petition it was intended that this Honorable Court should assume jurisdiction only for the purpose of appointing said Co-Trustee but that inadvertently the order of Court prepared and passed in said cause on April 8, 1938, also ordered that this Court assume jurisdiction and further ordered an inventory and the filing of a bond by the Trustees.

4. That under the terms of said order it has been regarded as necessary for your petitioners to report all sales of real estate to this Court and to have an order nisi, publication, and final order on each report of sale; that this procedure is cumbersome and expensive and contrary to the original intention set forth in the deed of trust hereinbefore referred to, and that it would be to the best interest of the holders of certificates in the Cape

Filed April 25 1946

Battee Syndicate that this Court dismiss jurisdiction of the trust and cancel the bond filed herein; that all of the holders of certificates of the Cape Battee Syndicate have consented to the passage of such order of dismissal of its jurisdiction as may seem proper to this Honorable Court, and your petitioners file said consent herewith as a part hereof.

Now, Therefore, your petitioners pray this Honorable Court to pass an order dismissing its jurisdiction in these proceedings, and cancelling the bond filed herein.

And as in duty, etc.

Edgar D. Turner, Trustee.
Trustee

H. Ray Kingsley, Trustee
Trustee

Petitioners

Maurice J. Anderson
Solicitor

DISTRICT OF COLUMBIA, To Wit:

I hereby certify that on this 4th day of February 1946, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared EDGAR D. TURNER, Trustee, one of the above named petitioners, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and correct to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Martha S. Adams.
Notary Public D.C.

State of MICHIGAN, County of WAYNE, To Wit:

I hereby certify that on this 8th day of February 1946, before me, the subscriber, a Notary Public in and for said State and County, personally appeared H. RAY KINGSLEY, Trustee, one of the above named petitioners, and made

oath in due form of law that the matters and facts set forth in the aforegoing petition are true and correct to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Harry C. Barter
Notary Public

My Commission expires April 23, 1946.

Upon the aforegoing petition and consent of certificate holders, it is ORDERED by the Circuit Court for Anne Arundel County in Equity, this 25" day of April, 1946, that this Court hereby relinquishes and dismisses jurisdiction of the trust established under the deed from Frank A. Johnson to Edgar D. Turner and Elmer E. Still, Trustees, dated May 3, 1928, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27, folio 246, and that the bond filed in these proceedings by Edgar D. Turner and H. Ray Kingsley, Trustees, be and it is hereby relieved of any future liability for the acts of said Trustees.

It is further ORDERED, DECREED, and CONFIRMED that H. Ray Kingsley, substitute trustee appointed in the place and stead of Elmer E. Still, as Co-Trustee with Edgar D. Turner shall have full power and authority, with said Edgar D. Turner, to carry out the uses and purposes set forth in the deed ~~of~~ in trust from said Frank A. Johnson herein above mentioned, said Trustees to have all of the rights, powers and duties as imposed by said deed ~~of~~ in trust on the said Edgar D. Turner and Elmer E. Still.

And the petitioner shall pay all costs which have accrued to the date of this order

Filed 25 April 1946

Judge

In the Matter of	;	No. 7595 Equity
Edgar D. Turner and	:	In the
Elmer E. Still, Trustees	:	Circuit Court for
(H. Ray Kingsley, Substituted Trustee)	:	Anne Arundel County
	:	

We, the undersigned, holders of certificates of the Cape Battee Syndicate, the numbers of which are set opposite our respective names, do hereby consent to the passage of an Order by the Circuit Court for Anne Arundel County dismissing its jurisdiction in these proceedings and cancelling the bond filed herein.

Edgar D. Turner — Holder of Certificate No. 22
Edgar D.Turner.

H. Ray Kingsley — Holder of Certificate No. 24
H.Ray Kingsley.

Alfred E. Lewis — Holder of Certificate No. 17
Alfred E.Lewis.

Jos. E. Ransdell — Holder of Certificate No. 4
Jos.E.Ransdell.

Mary Eskridge Saltzman — Holder of Certificate No. 13
Mary Eskridge Saltzman.

Jane M. Leaman — Holder of Certificate No. 1
Jane M.Leaman, Executrix, Estate of Lafayette Leaman, decd.

Lillian V. Dickson — Holder of Certificate No. 2
Lillian V.Dickson

Thomas P. Gore — Holder of Certificate No. 3
Thomas P.Gore (T.P.Gore)

Emlyn J. Britton — Holder of Certificate No. 5
Emlyn J.Britton

Mrs. Frank Rea Carr — Holder of Certificate No. 7
Executrix, Estate of Arthur Carr, dec'd.

_____ Holder of Certificate No. 8
Blanche C.Barnitz

_____ Holder of Certificate No. 9
Bertha B.Peelle

_____ Holder of Certificate No. 10
Bertha B.Peelle

_____ Holder of Certificate No. 11
Bertha B.Peelle

In the Matter of	:	No.7595 Equity
Edgar D.Turner and	:	In the
Elmer E.Still,Trustees	:	Circuit Court for
(H.Ray Kingsley,Substituted Trustee)	:	Anne Arundel County
	:	

We,the undersigned,holders of certificates of the Cape Battee Syndicate,the numbers of which are set opposite our respective names,do hereby consent to the passage of an Order by the Circuit Court for Anne Arundel County dismissing its jurisdiction in these proceedings and cancelling the bond filed herein.

_____ Holder of Certificate No. 12
Bertha B.Peelle

Grace B. Turner Holder of Certificate No. ----~~14~~---
Grace B.Turner

Emilie D. Dysland Holder of Certificate No. 15
Emilie D.Dysland

_____ Holder of Certificate No. 16
R.D'Arcy Bonnet

_____ Holder of Certificate No. 18
John P.Prior

_____ Holder of Certificate No. 19
Jens M.Otterness

By Bertha Pabst, Attorney Bertha E. Pabst Holder of Certificate No. 20
Bertha ~~B.~~Pabst ~~Executrix,Estate~~ Sole Beneficiary of Edward E.Pabst,dec'd.

Oliver T. Carr Holder of Certificate No. 21
Oliver T.Carr

_____ Holder of Certificate No. 6
Grace H. Still

Sold to Mr. H.Ray Kingsley, to whom Certificate No.24 was issued for same number of shares, No. 6 being cancelled.

In re the Matter of	:	No.7595 Equity
Edgar D.Turner and	:	In the
Elmer E.Still,Trustees	:	Circuit Court for
(H.Ray Kingsley,Sub-	:	Anne Arundel County
stituted Trustee)	:	

We,the undersigned,holders of certificates of the Cape Battee Syndicate,the numbers of which are set opposite our respective names,do hereby consent to the passage of an Order by the Circuit Court for Anne Arundel County dismissing its jurisdiction in these proceedings and cancelling the bond filed herein.

---------- Holder of Certificate No. 16
R.D'Arcy Bonnet

John P. Prior ---------- Holder of Certificate No. 18
John P.Prior

Blanche C. Barnitz ---------- Holder of Certificate No. 8
Blanche C.Barnitz

Bertha B. Peelle ---------- Holder of Certificate No. 9
Bertha B.Peelle

Bertha B. Peelle ---------- Holder of Certificate No. 10
Bertha B.Peelle

Bertha B. Peelle ---------- Holder of Certificate No. 11 & No.12.
Bertha B.Peelle

---------- Holder of Certificate No. 12

---------- Holder of Certificate No. ____

---------- Holder of Certificate No. ____

---------- Holder of Certificate No. ____

---------- Holder of Certificate No. ____

---------- Holder of Certificate No. ____

In the Matter of	:	No.7595 Equity
Edgar D.Turner and	:	In the
Elmer E.Still,Trustees	:	Circuit Court for
(H.Ray Kingsley,Substituted Trustee)	:	Anne Arundel County
	:	

We,the undersigned,holders of certificates of the Cape Battee Syndicate,the numbers of which are set opposite our respective names,do hereby consent to the passage of an Order by the Circuit Court for Anne Arundel County dismissing its jurisdiction in these proceedings and cancelling the bond filed herein.

Bertha B.Peelle	Holder of Certificate No. 12
Grace B.Turner	Holder of Certificate No. ~~14~~
Emilie D.Dysland	Holder of Certificate No. 15
R. D'Arcy Bonnet R.D'Arcy Bonnet	Holder of Certificate No. 16
John P.Prior	Holder of Certificate No. 18
Jens M. Otterness Jens M.Otterness	Holder of Certificate No. 19
Bertha B.Pabst,Executrix,Estate of Edward E.Pabst,dec'd.	Holder of Certificate No. 20
Oliver T.Carr	Holder of Certificate No. 21
	Holder of Certificate No.