ROLAND H. JAWORSKI, and
MARGARET N. JAWORSKI,
his wife, Complainants.

vs.

LEON J. JAWORSKI,
FRANCES M. JEWER and
JOHN HENRY JEWER, her husband,
and ROBERT LESLIE NORRIS and
FREDERICKA MARY NORRIS, his wife.

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY
No. 9265

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your orators, complaining respectfully show:

FIRST: That one Ludwig Jaworski on or and prior to the 22nd day of December 1927 was seized and possessed in fee simple of two lots, tracts or parcels of land, one situate, lying and being in Baltimore City and the State of Maryland and known as No. 1605 Lancaster Street and the other lying, being and situate in Anne Arundel County aforesaid containing ten and one-third acres of land, more or less, which said two lots, tracts or parcels of land the said Ludwig Jaworski granted and conveyed to Leon Jaworski by deed dated the 22nd day of December 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24 folio 327 etc. and among the Land Records of Baltimore City in Liber S.C.L. No. 4830 folio 576 etc. as will more fully appear from a certified copy thereof filed herewith and prayed to be taken as a part hereof marked "Exhibit A", and that said Leon Jaworski, the grantee therein held said property in trust for the said Ludwig Jaworski for life with power, and after death of said Ludwig Jaworski, if said power was not exercised, then to be divided into five equal shares, one share (or one fifth) to Frances Jewer, one share (or one-fifth) to Roland H. Jaworski, and three shares (or three fifths) to Leon Jaworski, the children of said Ludwig, as will more fully appear by a declaration of trust executed, acknowledged and delivered on the first day of July 1931 filed herewith and prayed to be taken as a part hereof, marked "Exhibit B".

SECOND: That thereafter on or about the 30th day of April 1935, the said Ludwig Jaworski exercising the power of appointment set out in the declaration of trust hereinbefore referred to and filed herewith as Exhibit B did turn over and deliver unto his said daughter, Frances M. Jewer, and his son, Roland J. Jaworski, the three-fifths interest or shares in the property described in the said deed filed herewith as Exhibit A and mentioned in said declaration of trust, all of which will more fully appear from a paper writing dated the said 30th day of April 1935 and executed by the said Ludwig Jaworski and filed herewith and prayed to be taken as a part hereof and marked Exhibit C.

THIRD: That prior to March 1942 the said Frances M. Jewer and her husband John H. Jewer, erected a home or building on a part of said tract of land being the said lot of ground lying in Anne Arundel County aforesaid in the Third District thereof and more particularly described in Exhibit A herein, and on or about and during the month of March 1942 your orators being desirous of building a home on a part of the said tract of land did meet with the said Leon Jaworski, John H. Jewer and Frances M. Jewer, his wife, and their father, the said Ludwig Jaworski, and did parcel out and apportion said land lying in Anne Arundel County aforesaid and hereinbefore mentioned and it was then and there agreed that J. Revell Carr, surveyor, should be employed to survey the said land and lay out the divisions thereof as agreed upon as herein set forth and your orators did pursuant to said agreement and division of said land have said J.Revell Carr make a survey thereof which said survey and plat is filed herewith and prayed to be taken as a part hereof marked Exhibit D, and that thereafter your orators being desirous of erecting a home and dwelling on said lot No. 3 as shown on said survey

marked Exhibit D, did get the permission and consent of the said Leon J. Jaworski, John H. Jewer and Frances M. Jewer, his wife, and Ludwig Jaworski, and did enter into possession of said lot No. 3 as shown on said Exhibit D and did enter into possession thereof and did erect a home and dwelling thereon at great cost and expense to them, your orators herein.

FOURTH: That thereafter the said Leon J. Jaworski and John H. Jewer and Frances M. Jewer, his wife, without the consent of your orators did have another survey made of said tract or parcel of land described in said Exhibit A, by Edward Hall, Jr., a surveyor, in the month of November 1942, and when the same was made known unto your orators they refused and still refuse to agree to the same and the division thereof and have ever since so done and thereafter without the knowledge and consent of your orators the said Leon J. Jaworski in fraud of the rights of your orators and in violation of the declaration of trust hereinbefore set forth did execute a deed dated the 8th day of March 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 276 folio 149, a certified copy of which is filed herewith marked Exhibit E, together with a plat attached thereto, a copy of which is filed herewith marked Exhibit F, and prayed to be taken as a part hereof, conveying unto Frances M. Jewer and John Henry Jewer, her husband, two lots on said plat marked Exhibit F and known as Lot No. 2 and Lot No.5.

FIFTH: That when your orators discovered that said deed marked Exhibit E together with plat marked Exhibit F, had been made, they protested the correctness and authenticity thereof and thereupon in a further attempt to defraud your orators out of their property and property rights did negotiate from time to time with your orators for an adjustment of the lines and lots of said plat, Exhibit F, and without the knowledge and consent of

your orators did thereafter fraudulently convey by two deeds, each dated the 24th day of March 1947, recorded on the eleventh day of April 1947, unto John Henry Jewer and Frances H. Jewer, his wife, and unto Robert Leslie Norris and Fredericka Mary Norris, his wife, filed herewith and prayed to be taken as a part hereof marked Exhibits G and H respectively, two lots of ground which said lots of ground are a portion of said Lot No. 3 on the survey made by J. Revell Carr in March 1942 and filed herewith as Exhibit D, and which said Lot No. 3 has ever since said month of March 1942 been in possession of, and occupied by your orators, and upon which they have at great expense erected their home and dwelling, and that the said defendants herein had knowledge of the erection of said home and dwelling of your said orators and their possession of said Lot No. 3 described on said plat as Exhibit D.

SIXTH: That your orators believe and therefore charge and aver that said conveyancing by said Leon J. Jaworski to said John Henry Jewer and Frances H. Jewer, his wife, and to Robert Leslie Norris and Fredericka Mary Norris, his wife, is fraudulent in that, among other things, the said Leon J. Jaworski did not have any right, title or interest in said lots or parcels of land mentioned and described in said Exhibit A except as trustee and did not have the right or power to convey the same except under the said declaration of trust and that the division of said tract or parcel of land as set out in Exhibit D is the only division that the said Leon J. Jaworski was entitled to ratify or carry out by conveyance; that said conveyances herein complained against are without consideration, are in fraud of your orators' rights, and were not authorized or directed and can have no force to effect your orators' rights as designated and set out on said plat Exhibit D hereinbefore referred to; that the

said Ludwig Jaworski departed this life on or about the 12th day of September 1946, a widower, intestate, and leaving as his only heirs at law and next of kin the parties hereto Roland H. Jaworski a son; Leon J. Jaworski, a son, and Frances M. Jewer, a daughter.

SEVENTH: That your orators are advised and believe and therefore charge and aver that they are entitled to have this Honorable Court restrain and enjoin any other or further conveyances by the said Leon J. Jaworski, John H. Jewer and Frances M. Jewer, his wife, Robert Leslie Norris and Fredericka Mary Norris his wife, and further, your orators are entitled to have this Honorable Court declare the said deed conveying said property to John Henry Jewer and Frances M. Jewer, his wife, and Robert Leslie Norris and Fredericka Mary Norris, his wife, void and of no effect, otherwise your orators will suffer irreparable loss, injury and damage.

To the end therefore,

(a) That by decree of this Court the deeds from Leon J. Jaworski to Frances M. Jewer and John Henry Jewer dated March 8, 1943 (J.W.H. No.276 folio 149) from Leon J. Jaworski to John Henry Jewer and Frances M. Jewer dated March 24, 1947 and from Leon J. Jaworski to Robert Leslie Norris and Fredericka Mary Norris dated March 24, 1947 (both recorded April 11 1947) may be declared null, void and of no effect.

(b) That said Leon J. Jaworski, John Henry Jewer and Frances M. Jewer, his wife, and Robert Leslie Norris and Fredericka Mary Norris, his wife, and each of them may be restrained and enjoined from conveying, granting, mortgaging, encumbering or in any other manner disposing of the lots, parcels or tracts of land, or any part or portion thereof, described in the deed from Ludwig Jaworski to Leon Jaworski dated the 22nd day of December 1927 (recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24 folio 327 etc.

and in the Land Records of Baltimore City in Liber S.C.L. No. 4830 folio 576) and that Leon Jaworski may be declared to hold said tracts, parcels or lots of ground therein described as trustee in conformity and under the terms of the Declaration of Trust dated the first day of July 1931.

(c) That the several lots or parcels of land laid down and set out on the plat made by J.Revell Carr in March 1942 (Exhibit D) may be declared to be the division of the land therein among the children of Ludwig Jaworski, and that a trustee or trustees may be appointed to make conveyances or grants as therein described and allotted.

(d) And for all such other and further relief as your orators' case may require.

May it please your Honor to grant unto your orators the writ of subpoena directed to the defendants, Leon J. Jaworski, John Henry Jewer and Frances M. Jewer, his wife, and Robert Leslie Norris and Fredericka Mary Norris, his wife, commanding them to be or appear in this Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

Roland H. Jaworski

Margaret N. Jaworski
Complainants

Matthew S. Evans

Solicitors for Complainants

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STATE OF MARYLAND:

BALTIMORE CITY: to wit:

I Hereby Certify that on this 23rd day of July 1947 before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Roland H. Jaworski and Margaret F. Jaworski, his wife, and each made oath in due form of law that the matters and facts herein set forth are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

Effie G. Breeden

Notary Public

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THIS DEED, made this 22nd day of December, in the year nineteen hundred and twenty-seven, by Ludwig Jaworski, of Baltimore City, in the State of Maryland, grantor.

Filed 25th July 1947

WITNESSTH: 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 Ludwig Jaworski does hereby grant and convey unto Leon Jaworski, his heirs and assigns, in fee simple all that lot of ground in the City of Baltimore, the improvements whereon are known as 1605 Lancaster Street, which is particularly described as follows:

BEGINNING for the same on the south side of Lancaster Street, at the distance of fifty-nine feet, more or less, easterly from the southeast corner of Bond and Lancaster Streets, and distinguished on a certain plat filed in Baltimore County Court in a case wherein William C.Gittings etc., Complainats and Margaret Lee etc.,were Defendants, as lot No. 5, recorded in the Equity Records in Liber No. 9, folio 626 etc. which lot fronts eighteen feet on Lancaser Street and runs back a depth of sixty feet, with the privilege of building over a three foot alley between this lot and lot No. 4 at the heighth of nine feet.

BEING the same lot of ground which by deed dated March 20th 1920, and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 3556 folio 120, was conveyed by Annie Tyrpak to the said Ludwig Jaworski and Mary Jaworski, his wife, the latter now deceased.

ALSO all that lot of ground in Anne Arundel County, containing ten and one third acres of land, more or less, which is particularly described as follows:

BEGINNING for the same at a marked pine tree standing on the shore of Stoney Creek and running thence alongthe shore the four following courses and distances, north seventy-eight degrees twenty seven minutes west, one hundred and sixty-seven feet to another pine tree; thence north forty-six degrees thirty-five minutes west one hundred and eleven and eight tenth feet; north

sixty-six degrees forty-five minutes west forty-four and three tenth feet; north seventy-nine degrees ten minutes west three hundred and forty feet; thence leaving the shore and running the following courses and distances; south forty-nine degrees west one hundred and fifty-two and five tenths feet; south sixty degrees west one hundred and fifty-nine feet; south sixty-one degrees ten minutes west three hundred and eighteen feet; south eleven degrees fifteen minutes east two hundred ninety feet to road fifteen feet wide running from the main road to Stoney Creek; thence along said road, with the use thereof in common, the two following courses and distances; north eighty degrees twenty-five minutes east nine hundred and twenty-three and six tenths feet; north sixty-eight degrees twebty-three minutes east two hundred and ten and five tenths feet; thence leaving said road north four degrees west one hundred and ninety-eight feet to the place of beginning.

BEING the same lot of ground which by deed dated the 26th day of October, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 90, folio 16, was conveyed by Mary A. Jenkins and Albert F. Jenkins, her husband to the said Ludwig Jaworski and Mary Jaworski, his wife, the latter now deceased.

ALSO all household furniture and other personal property of every kind wherever situate which I may now possess.

TOGETHER with the buildings and improvements on said lot of ground and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereuntp belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises unto and to the use of the said Leon Jawowski his personal representatives and assigns, for ever in fee simple and said personal property to the said Leon Jaworski, absolutely.

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AND the said grantor hereby covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances thereof as may be requisite.

WITNESS the hand and seal of the said grantor.

Witness: Ludwig Jaworski (Seal)

Frederick F. Howard.

State of Maryland, Baltimore City, to wit:

IHereby Certify, that on this 22nd day of December, 1927, before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Ludwig Jaworski, the above named grantor and acknowledged the foregoing deed to be their act.

Witness my hand and notarial seal.

Frederick F. Howard.

(Notary Seal) Notary Public.

Recorded 4 Feb, 1928 -9 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber F. S. R. 24, folio 327, 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 July, A. D. 1947.

John F. Hopkins 3rd. Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That Whereas on or about the 21st. day of December, 1927, Ludwig Jaworski did cause to be transferred a certain account No. 6081 in "Kosciusko" Loan and Savings Association in the name of said Ludwig Jaworski and Leon Jaworski (his son), and

Whereas on or about the 22nd. day of December, 1927, the said Ludwig Jaworski did cause to be transferred to his said son Leon Jaworski two certain lots of ground, one lying in Baltimore City and known as No. 1605 Lancaster Street and the other lying in Anne Arundel County containing ten and one-third acres of land, more or less, the said two lots being particularly described in a deed from said Ludwig Jaworski to said Leon Jaworski dated December 22, 1927, and recorded among the Land Records of Baltimore City in Liber S.C.L.No. 4830, folio 566 &c. and also recorded among the Land Records of Anne Arundel County in Liber F.S.R. No.24, folio 327 &c. and

Whereas the aforesaid property was to be held in trust by the said Leon Jaworski, for the uses and purposes more particularly hereinafter set out, and

Whereas there is no writing declaring in what manner and for what purposes said property is so held in trust by said Leon Jaworski and it is deemed expedient that these presents be executed in triplicate, (one to be held by Leon Jaworski, one by Ludwig Jaworski and the other by Eldridge Hood Young, their attorney).

Now Therefore this Declaration of Trust Witnesseth: That the said Leon Jaworski doth hereby declare that the property hereinbefore described is held by him in trust for the following uses and purposes, viz:-

That he, the said Leon, shall collect the rents, revenues and profits from said property and after paying the taxes, and other public dues and charges and expense hold

Filed July 25, 1947

and use the same for the use and benefit of the said Ludwig Jaworski, for and during the term of his natural life, with full power in the said Ludwig Jaworski to sell, mortgage, lease or otherwise dispose of the remainder as well as the life estate therein, including disposition by will, and from and immediately after the death of the said Ludwig Jaworski, provided the power herein has not been exercised, the said property or so much thereof as shall remain after paying the necessary funeral expenses of the said Ludwig Jaworski, shall be divided into five equal parts or shares, and one share or one-fifth thereof shall be turned over to Frances Jewer, (daughter of said Ludwig) absolutely free, clear and discharged of said trust; one share or one fifth thereof shall be turned over to Roland H. Jaworski (son of Ludwig) absolutely free, clear and discharged of said trust; and the remaining three shares or three fifths thereof shall be turned over to Leon Jaworski (son of said Ludwig) absolutely free, clear and discharged of said trust; and further that the said Leon Jaworski shall do and execute all such deeds or other papers in writing as may be requisite to carry out and perform the trust herein in him reposed.

As Witness my hand and seal this 1st day of July, 1931 at Baltimore City and the State of Maryland.

TEST: Effie G. Bruden — Leon Jaworski (SEAL)

STATE OF MARYLAND: BALTIMORE CITY: to wit:-

I Hereby Certify that on this 1st day of July, 1931, before me the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Leon Jaworski and he acknowledged the foregoing Instrument in writing to be his act and deed and Declaration of Trust as therein set out.

Witness my hand and Notarial Seal.

Effie G. Bruden
Notary Public

KNOW ALL MEN BY THESE PRESENTS:-

That Whereas my son, Leon Jaworski on the 1st. day of July, 1931, executed a paper writing known as a Declaration of Trust wherein the said Leon Jaworski set forth the terms and conditions whereby he was holding the legal title to certain property, and

Filed July 25, 1947

Whereas I, the undersigned, Ludwig Jaworski, retained the right to sell, mortgage, lease or otherwise dispose of the remainder as well as the life estate in said property during my lifetime, and

Whereas I, the undersigned, Ludwig Jaworski, am desirous of changing the beneficial interest and remainder in said property mentioned and described in said declaration of trust,

Now Therefore in exercise of the power set forth in said paper writing dated the 1st. day of July 1931 I do hereby declare and by these presents do turn over and deliver unto my daughter Frances Jewer and my son Roland H. Jaworski, the three fifths interest or three shares in said property to be by them held equally share and share alike.

As Witness my hand and seal this 30th day of April,1935, at Baltimore City in the State of Maryland.

TEST: Walter F. Lutz — Ludwig Jaworski (SEAL)

Robert L. Norris

"C"

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No Stamps Required.

THIS DEED, Made this 8th day of March, 1943, by and between Leon Jaworski, of the City of Baltimore, State of Maryland, Grantor, and Frances M. Jewer and John Henry Jewer, her husband, of the City and State aforesaid, Grantees.

Filed July 25, 1947

WITNESSETH, that in consideration of the sum of five ($5.00) dollars and other good and valuable considerations, the said Leon Jaworski does hereby grant and convey unto the said Frances M. Jewer, and John Henry Jewer her husband, as tenants by the entireties, their heirs, and assigns, in fee simple, all those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County, and described as follows:

First, All that lot of ground described as Lot number two and containing 0.77 acres of land more or less as shown on the plat attached hereto and as surveyed by Edward Hall, Jr., November, 1942, with the use in common of a 16 foot right of way to the County Road as shown on said plat.

Second, all that lot shown as lot number five on the aforesaid plat and containing 1.23 acres of land, more or less, and fronting on the aforesaid County Road 163.3 feet.

BEING parts of the tract of land containing about ten acres which by deed dated December 22, 1927, was conveyed to the said Leon Jaworski by Ludwig Jaworski, the said deed being recorded among the Land Records of Anne Arundel County in Liber F. S. S. Number 24, folio 327.

For title see Deed October 26th, 1911, and recorded among the aforesaid Land Records in Liber G. W. Number 90, folio 16.

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

TO HAVE AND TO HOLD the said lot of ground and premises, above described and and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Frances M. Jewer and John Henry Jewer, her husband, as tenants by the entireties, their heirs and and assigns, in fee simple.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

Test: Leon Jaworski (Seal)

Linwood L. Clark.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 8th fay of March, 1943, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Leon Jaworski the above named Grantor, and he acknowledged the foregoing Deed to be his act.

AS Witness my hand and Notarial Seal.

(Notarial Seal) Linwood L. Clark, Notary Public

Recorded March 9th, 1943, at 3:05 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber J. H. H. 276, folio 149, 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 July, A. D. 1947.

John F. Parkinson, Jr. CLERK.

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(Int. Rev. Stamps $.55 Md. State Stamps $.40

Filed July 25, 1947

THIS DEED, Made this 24th day of March, in the year one thousand nine hundred and forty-seven, by and between Leon Jaworski of City of Baltimore, in the State of Maryland, of the first part and John Henry Jewer and Frances M. Jewer, his wife, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars, and other good and valuable considerations, receipt whereof is acknowledged, the said Leon Jaworski does grant and convey unto the said John Henry Jewer and Frances M. Jewer, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all that lot of ground situate lying and being in Third Election District of Anne Arundel County, and described as follows that is to say:

ALL that lot of ground known as Lot No. 6 on a plat made by T. T. Panteleo, Registered Land Surveyor, October 1946, titled "Subdivision of Part of Lot No. 1, property of Leon Jaworski, Powhatan Beach, District 3, A. A. Co.. Md.", said lot of ground fronting 50 feet on the north side of Powhatan Beach Road, having a uniform width of 50 feet, and lying on the west side of Lot No. 7 as shown on said plat; the dividng line between the lot being described and Lot No. 7, starting 50 feet from a concrete monument lying on the north side of Powhatan Beach Road and the west side of a 30 foot private road.

BEING a part of the tract of land which by deed dated December 22, 1927 and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 24, folio 327, was conveyed by Ludwig Jaworski, to the said Leon Jaworski.

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

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TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privilege s appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John Henry Jewer and Frances M. Jewer, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whetsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

Leon Jaworski (Seal)

Test:

Lillian M. Fine.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 24th day of March, in the year one thousand nine hundred and forty-seven, before me, the subscribera Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leon Jaworski the above named grantor, and he acknowledged the foregoing Deed to be his act.

As Witness my hand and Notarial Seal.

Lillian M. Fine

(Notarial Seal) Notary Public.

Recorded April 11, 1947 at 9 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was left for Record on April 11th, 1947, and will be recorded in Liber J. H. H. No 401 Folio 402, one of the Land Record Books dor 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 July, A.D. 1947.

John H. Hopkins, 3rd Clerk.

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(Int Rev. Stamp $.55) Md State Stamp $. 50)

THIS DEED, Made this 24th day of March in the year one thousand nine hundred and forty-seven, by and between Leon Jaworski of City of Baltimore, in the State of Maryland, of the first part, and Robert Leslie Norris and Fredericka Mary Norris, his wife of the second part.

Filed July 25, 1947

WITNESSETH: That in consideration of the sum of Five Dollars, and other good and valuable considerations, receipt whereof is acknoeledged, the said Leon Jaworski does grant and convey unto the said Robert Leslie Norris and Fredericka Mary Norris, his wife, as tenants by the entireties, their heirs and assigns in fee simple, all that lot of ground situate, lying and being in Third Election District of Anne Arundel County, and described as follows, that is to say:

ALL that lot of ground known as Lot No. 7 on a Plat made by T. T. Pantaleo, Registered Land-Surveyor, October, 1946, titled "Subdivision of Part of Lot No. 1, property of Leon Jarowski, Powhatan Beach, District 3, A. A. Co.. Md.,", said lot fronting 50 feet on the north side of Powhatan Beach Road and lying on the west side of a private 30 foot road, the point of beginning of said lot being a concrete monument on the north side of said Powhatan Beach Road, which monument is 14 feet westwardly from an iron pipe buried in said 30 foot road, the lot being of uniform width with a depth of 150 feet.

BEING part of the tract of land which by deed dated December 22, 1927, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 24, folio 327, was conveyed by Ludwig Jaworski to the said Leon Jaworski.

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

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TO HAVE AND TO HOLD the said lot of gound and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Robert Leslie Norris and Fredericka Mary Norris, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby sonveyed; that he will warrant specially the property granted and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

Test: Leon Jaworski (Seal)

Lillian M. Fine.

State of Maryland. Anne Arundel County, to wit:

I Hereby Certify, That on this 24th day of March in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the Satate of Maryland, in and for the County aforesaid, personally appeared Leon Jaworski the above named grantor, and he acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

T Recorded April 11, 1947, at 9 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was left for Record on April the 11th., 1947, and will be Recorded In Liber J. H. H. No 401, Folio 403, 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 fay of July, A.D.1947.

John H. Hopkins 3rd Clerk.

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Roland H. Jaworski, et al	*	In the Circuit Court for
vs.	*	Anne Arundel County
Leon J. Jaworski, et al	*	No. 9265 Equity

*****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed Nov. 24, 1947

The Defendants, John H. Jewer and Frances M. Jewer, his wife, by Noah A. Hillman, their Solicitor, demur to the whole of the Bill of Complaint for the following reasons:

1. That the Bill does not state such case as entitles the Plaintiffs to relief against these Defendants.

2. That the Complainants are guilty of laches.

3. And for other reasons to be made known at the hearing hereof.

Noah A. Hillman
Solicitor for Defendants

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 19th day of November, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Jewer, one of the Defendants, and made oath in due form of law that the filing of the aforegoing Demurrer is not intended for delay.

As witness my hand and Notarial Seal.

Lillian M. Fine
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY

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Roland H. Jaworski, et al	*	In the Circuit Court for
vs.	*	Anne Arundel County
Leon J. Jaworski, et al	*	No. 9265 Equity

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants, Robert Leslie Norris and Fredericka Mary Norris, his wife, by Noah A. Hillman, their Solicitor, demur to the whole of the Bill of Complaint for the following reasons:

1. That the Bill does not state such case as entitles the Plaintiffs to relief against these Defendants.

2. That the Plaintiffs are guilty of laches.

3. And for other reasons to be made known at the hearing hereof.

Filed Dec. 1, 1947

Noah A. Hillman
Solicitor for Defendants

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 21 day of November, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert Leslie Norris, one of the Defendants, and made oath in due form of law that the filing of the aforegoing Demurrer is not intended for delay.

As witness my hand and Notarial Seal.

Lillian M. Fine
Notary Public

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LIBER 79 PAGE 22

Roland H. Jaworski, et al	*	In the Circuit Court for
vs.	*	Anne Arundel County
Leon J. Jaworski, et al	*	No. 9265 Equity

* * * * *

DEMURRER OF LEON J. JAWORSKI

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Leon J. Jaworski, demurs to the Bill of Complaint and to each and every paragraph thereof, for the following reasons:

1. That the Bill of Complaint does not state such case as entitles the Plaintiffs to relief in equity against this Defendant.

2. That the Plaintiffs are guilty of laches.

3. That the Bill shows Ludwig Jaworski died September 12, 1946 and paragraph Number 4 alleges a survey and division into lots was made without consent of the Plaintiffs in November, 1942 at which time said Ludwig Jaworski was still alive. Yet the Plaintiffs fail to explain why they did not make known to Ludwig Jaworski - during four years this alleged violation of the alleged declaration of trust.

4. That said Bill is silent as to why during four years between the building of their home and the death of Ludwig Jaworski, they did nothing to obtain a deed from Ludwig Jaworski for the lot they now claim.

Noah A. Hillman
SOLICITOR FOR DEFENDANT
Leon J. Jaworski

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 19 day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leon J. Jaworski, who made oath in due form of law that the foregoing Demurrer is not filed for the purpose of delay.

As witness my hand and Notarial Seal.

Naomi K. Garner
Notary Public

SERVICE OF COPY ADMITTED
November 21, 1949
Matthew L. Evans
ATTORNEY FOR Plaintiffs

NAOMI K. GARNER
NOTARY PUBLIC
ANNE ARUNDEL CO., MD.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed Nov. 21, 1949

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Roland H. Jaworski, et al. vs. Leon J. Jaworski, et al	)(	No. 9265	Equity

Filed Feb. 23, 1950

ORDER OF COURT OVERRULING DEMURRERS

The demurrers of (1) John H. Jewer and Frances M. Jewer, his wife, (2) Robert Leslie Norris and Fredericka Mary Norris, his wife, and (3) Leon J. Jaworski to the bill of complaint coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this twenty-third day of February, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that the said demurrers, and each of them, be, and the same are hereby, overruled; and the said defendants have leave to answer said bill of complaint within fifteen days.

James C. Clark
JUDGE

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Roland H. Jaworski, et al	*	In the Circuit Court for
vs	*	Anne Arundel County
Leon J. Jaworski, et al	*	No. 9265 Equity
	*	

*****

Filed March 10, 1950

ANSWER OF LEON J. JAWORSKI

The Answer of Leon J. Jaworski to the Bill of Complaint in this case, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That he admits the allegations of Paragraph Number One of the Bill of Complaint.

2. That he neither admits nor denies the allegations of Paragraph Number Two thereof, but calls for strict proof.

3. That he admits the building of the home as alleged in Paragraph Number Three; but he denies that he participated in parceling out, apportioning and dividing land to the Plaintiffs in the manner alleged. On the contrary, this Defendant shows that neither he nor the others agreed to the proposal of the Plaintiffs but the Plaintiffs nevertheless proceeded to have a survey made to suit themselves. And he denies that the Plaintiffs got his permission and consent or the consent of the others named.

4. That he and the others named in Paragraph Number Four had a survey made, as alleged, but the Plaintiffs wrongfully refused to consent to it; that by this survey this Defendant, his sister Frances M. Jewer, her husband and Ludwig Jaworski all believed a fair disposition of the property was being made for the benefit of all concerned and this information was made known to the Plaintiffs. Furthermore, this Defendant denies that the conveyances therein mentioned were in fraud of Plaintiffs' rights or in violation of the declaration of trust and he calls for full and specific proof thereof.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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5. That he admits, as alleged in Paragraph Number Five, there have been engotiations between the Plaintiffs and this Defendant but the Plaintiffs' demands for apportionment have been unreasonable and contrary to the wishes of all other parties concerned. He denies that the conveyances mentioned were fraudulently made and demands full proof of such allegation; and he affirmatively shows that Plaintiffs have not had possession of " Lot No. 3 " with the consent of any interested party including Ludwig Jaworski.

6. That he denies, as alleged in Paragraph Number Six, any of the conveyancing is fraudulent; and he further denies that the only division this Defendant was entitled to ratify was as set out in Exhibit " D " , a plat that neither this Defendant, his father, sister or brother-in-law have accepted; and he further denies that the conveyances are without consideration, or were not authorized or directed but calls for proof of such allegations. He admits the date of death of Ludwig Jaworski as alleged and that the named heirs is correctly stated.

7. That he denies the allegations of Paragraph Number Seven and calls for proof thereof.

8. Answering further, this Defendant shows that it would be inequitable and unust to grant either the " a " or the " b " prayer of the Bill of Complaint; and the relief prayed for in the " c " prayer should not be granted because the plat was not agreed to by anyone except the Plaintiffs.

9. Answering further, this Defendant shows that the Plaintiffs made their own survey without agreement of Ludwig Jaworski and Ludwig Jaworski did not ratify it; that while this division by the Plaintiffs was made in November, 1942 and Ludwig Jaworski lived until September 12, 1946, the Plaintiffs did nothing to have Ludwig Jaworski disavow this alleged violation of trust during his lifetime; that the Plaintiffs did nothing during the four years of Ludwig Jaworski'e life to obtain a deed from or through him for the lot they now claim; that such laches is inexcusable under the circumstances

OAH A. HILLMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

since the Plaintiffs were seasonably advised that their plat and division would not be recognized.

Wherefore, having answered the Bill of Complaint as fully as he can, this Defendant prays that the same be dismissed, with proper costs.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Leon J. Jaworski,
Defendant

I hereby certify, that on the 9th day of March, 1950, I mailed a copy of the foregoing Answer of Leon J. Jaworski to Matthew Evans, Solicitor of the Plaintiffs, to No. 212 Duke of Gloucester Street, Annapolis, Maryland, the Office of said Solicitor.

Noah A. Hillman
Solicitor for Leon J. Jaworski

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Roland H. Jaworski, et al *
vs. *
Leon J. Jaworski, et al *

In the Circuit Court for
Anne Arundel County
No. 9265 Equity

* * * * *

ANSWER OF JOHN H. JEWER AND
FRANCES M. JEWER

* * * * *

Filed April 20, 1953

The Answer of John H. Jewer and Frances M. Jewer to the Bill of Complaint in this case, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That they admit the allegations of Paragraph Number One of the Bill of Complaint.

2. That they neither admit nor deny the allegations of Paragraph Number Two thereof, but demand strict proof.

3. That they admit erecting their home as alleged in Paragraph Number Three; but they deny that they participated in parceling out, apportioning and dividing land to the Plaintiffs in the manner alleged. On the contrary, these Defendants show that neither they nor the others agreed to the proposal of the Plaintiffs but the Plaintiffs nevertheless proceeded to have a survey made to suit themselves. And they deny that the Plaintiffs obtained their permission and consent or the consent of the others named.

4. That they and the others named in Paragraph Number Four had a survey made, as alleged, but the Plaintiffs wrongfully refused to consent to it; that by this survey these Defendants, Leon J. Jaworski and Ludwig Jaworski all believed a fair disposition of the property was being made for the benefit of all concerned and this information was made known to the Plaintiffs. Furthermore, these Defendants deny that the conveyance to them, therein mentioned, was in fraud of Plaintiffs' rights or in violation of the declaration of trust and they demand full and specific proof thereof.

25 April 50
Matthew S. Evans
Plaintiffs

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 79 FOLIO 23

5. That the Plaintiffs knew during the lifetime of Ludwig Jaworski that the conveyance in Exhibit E had been made to these Defendants; that if, as alleged in Paragraph Number Five, the Plaintiffs protested the correctness thereof, the said Ludwig Jaworski did nothing to set aside said conveyance; that negotiations have been carried on between the Plaintiffs and Leon J. Jaworski, so these Defendants have been informed, but the Plaintiffs' demands for apportionment have been unreasonable and contrary the wishes and interests of all other parties concerned. They further deny that the conveyances mentioned were fraudulently made and demand full proof of such allegation; and they affirmatively show that the Plaintiffs have not had possession of " Lot No. 3 " with the consent of any interested party including Ludwig Jaworski.

6. That they deny, as alleged in Paragraph Number Six, any of the conveyancing was fraudulent; and they further deny that the only division Leon J. Jaworski was entitled to ratify was as set out in Exhibit " D ", a plat that neither these Defendants, nor any of the other Defendants or Ludwig Jaworski have accepted; and they further deny that the conveyances were without consideration, or were not authorized or directed but demand full proof of such allegations. These Defendants admit the date of death of Ludwig Jaworski was September 12, 1946 and that the named heirs is correctly stated.

7. That they deny the allegations of Paragraph Number Seven and call for strict proof thereof.

8. Answering further, these Defendants show that it would be inequitable and unjust to grant either the " a " or the " b " prayer of the Bill of Complaint; and the relief prayed for in the " c " prayer should not be granted because the plat was not agreed to by anyone except the Plaintiffs.

9. Answering further, these Defendants show that the Plaintiffs made their own survey without agreement of Ludwig Jaworski and Ludwig Jaworski

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

did not ratify it; that while this division by the Plaintiffs was made in November, 1942 and Ludwig Jaworski lived until September 12, 1946, the Plaintiffs did nothing to have Ludwig Jaworski disavow this alleged violation of trust during his lifetime; that the Plaintiffs did nothing during the four years of Ludwig Jaworski's life to obtain a deed from or through him for the lot they now claim; that such laches is inexcusable under the circumstances since the Plaintiffs were seasonably advised that their plat and division would not be recognized.

Wherefore, having answered the Bill of Complaint as fully as they can, these Defendants pray that the same be dismissed, with proper costs.

And, as in duty bound, etc.

Noah A. Hillman

Solicitor for
John H. Jewer and Frances M. Jewer

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Roland H. Jaworski, et al	*	In the Circuit Court for
vs.	*	Anne Arundel County
Leon J. Jaworski, et al	*	No. 9265 Equity

* * * * *

ANSWER OF ROBERT LESLIE NORRIS AND FREDERICKA MARY NORRIS

* * * * *

The Answer of Robert Leslie Norris and Fredericka Mary Norris, his wife, by Noah A. Hillman their Solicitor, respectfully shows:

1. That they admit the allegations of Paragraph Number One of the Bill of Complaint.

2. That they neither admit nor deny the allegations of Paragraph Number Two thereof, but demand strict proof.

3. That they neither admit nor deny the allegations of Paragraph Number Three but demand strict proof of such allegations therein as may affect these defendants and their rights in the subject matter of this case.

4. That they neither admit nor deny the allegations of Paragraph Number Four that the said allegations do not involve these defendants in any way.

5. That they are informed and believe that Plaintiffs knew during the lifetime of Ludwig Jaworski the conveyance in Exhibit "E" had been made to John Henry Jewer and Frances M. Jewer, his wife; that if, as alleged in Paragraph Number Five, the Plaintiffs protested the correctness thereof, the said Ludwig Jaworski did nothing to set aside said conveyance; that negotiations have been carried on between the Plaintiffs and Leon J. Jaworski, so these Defendants have been informed, but the Plaintiffs' demands for apportionment have been unreasonable and contrary to the wishes and interests of all other parties concerned. They further deny that the conveyances mentioned were

Filed April 26, 1950

25 April 1950

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NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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fraudulently made and demand full proof of such allegation; and they affirmatively show that the Plaintiffs have not had possession of " Lot No. 3 " with the consent of any interested party including Ludwig Jaworski.

6. That they deny, as alleged in Paragraph Number Six, any of the conveyancing was fraudulent; and they further deny that the only division Leon J. Jaworski was entitled to ratify was as set out in Exhibit " D ", a plat that neither these Defendants, nor any of the other Defendants or Ludwig Jaworski have accepted; and they further deny that the conveyances were without consideration, or were not authorized or directed but demand full proof of such allegations. These Defendants admit the date of death of Ludwig Jaworski was September 12, 1946 and that the named Heirs is correctly stated.

7. That they deny the allegations of Paragraph Number Seven and call for strict proof thereof.

8. Answering further, these Defendants show that it would be inequitable and unjust to grant either the " a " or the " b " prayer of the Bill of Complaint; and the relief prayed for in the "c" prayer should not be granted because the plat was not agreed to by any one except the Plaintiffs.

9. Answering further, these Defendants show that the Plaintiffs made their own survey without agreement of Ludwig Jaworski and Ludwig Jaworski did not ratify it; that while this division by the Plaintiffs was made in November, 1942 and Ludwig Jaworski lived until September 12, 1946, the Plaintiff did nothing to have Ludwig Jaworski disavow this alleged violcation of trust during his lifetime; that the Plaintiffs did nothing during the four years of Ludwig Jaworski's life to obtain a deed from or through him for the lot they now claim; that such laches is inexcusable under the circumstances since the Plaintiffs were seasonably advised that their plat and division would not be recognized.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Robert Leslie Norris
and Fredericka Mary Norris

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ROLAND H. JAWORSKI, and MARGARET N. JAWORSKI, his wife,

PLAINTIFFS.

VS. : NO. 9265 EQUITY

LEON J. JAWORSKI, and others,

DEFENDANTS.

:::::::

Filed 17th July 1952

O P I N I O N

This case is the result of the efforts of certain of a man's children to settle up his estate before he died. The story begins in 1927. At that time Ludwig Jaworski was a widower. He and his late wife had had five children, namely, John, Elizabeth, Frances (Mrs. Jewer), Leon and Roland. Elizabeth had died in 1918 leaving one child, Barbara Hooper, her surviving. Leon, Frances and Roland were then living in and around Baltimore, while John was seeking his fortune elsewhere. John died in 1944 or 1945 without issue. Ludwig had five hundred dollars ($500.00) or more in "Kosciusko" Loan and Savings Association, a house and lot known as No. 1605 Lancaster Street, Baltimore, and a property containing ten and a fraction acres situate and lying in this County. On December 21, 1927, he transferred said money to an account in his and Leon's names, and, on the next day, conveyed both of said properties to Leon by a deed duly executed and recorded. While this deed was, on its face, a straight deed, the understanding seems to have been that Leon, in fact, was to hold said property subject to certain trusts. Eldridge Hood Young, Esquire, of the Baltimore City Bar, had represented Ludwig for a number of years and had prepared said deed. Shortly prior to July 1, 1931, Ludwig and

Leon went to see Mr. Young again, and told him that they would like to have the trusts on which said properties had been conveyed by Ludwig to Leon as aforesaid, reduced to writing. Mr. Young then prepared a declaration of trust which Leon executed on July 1, 1931, and wherein he declared that he held said properties in trust for the following purposes, that is to say:

> "That he, the said Leon, shall collect the rents, revenues and profits from said property and after paying the taxes, and other public dues and charges and expense hold and use the same for the use and benefit of the said Ludwig Jaworski, for and during the term of his natural life, with full power in the said Ludwig Jaworski to sell, mortgage, lease or otherwise dispose of the remainder as well as the life estate therein, including disposition by will, and from and immediately after the death of the said Ludwig Jaworski, provided the power herein has not been exercised, the said property or so much thereof as shall remain after paying the necessary funeral expenses of the said Ludwig Jaworski, shall be divided into five equal parts or shares, and one share or one-fifth thereof shall be turned over to Frances Jewer, (daughter of said Ludwig) absolutely free, clear and discharged of said trust; one share or one fifth thereof shall be turned over to Roland H. Jaworski (son of Ludwig) absolutely free, clear and discharged of said trust; and the remaining three shares or three fifths thereof shall be turned over to Leon Jaworski (son of said Ludwig) absolutely free, clear and discharged of said trust; and further that the said Leon Jaworski shall do and execute all such deeds or other papers in writing as may be requisite to carry out and perform the trust herein in him reposed."

While this paper was executed with all the formalities required of a deed, it was not recorded.

Several more years passed on. Leon then went to see Mr. Young again, and asked him to go to see his father. He went; and, at Ludwig's suggestion,prepared a paper dated April 30, 1935, in the words and figures following, that is to say:

> "KNOW ALL MEN BY THESE PRESENTS:-
>
> That Whereas my son, Leon Jaworski on the 1st. day of July, 1931, executed a paper writing known as a Declaration of Trust wherein the said Leon Jaworski set forth the terms and conditions whereby he was holding the legal title to certain property, and
>
> Whereas I, the undersigned, Ludwig Jaworski, retained the right to sell, mortgage, lease or otherwise dispose of the remainder as well as the life estate in said property during my lifetime, and
>
> Whereas I, the undersigned, Ludwig Jaworski am desirous of changing the beneficial interest and remain-

der in said property mentioned and described in said declaration of trust,

Now Therefore in exercise of the power set forth in said paper writing dated the 1st. day of July 1931 I do hereby declare and by these presents do turn over and deliver unto my daughter Frances Jewer and my son Roland H. Jaworski, the three fifths interest or three shares in said property to be by them held equally share and share alike."

While this paper was signed and sealed by Ludwig, it was neither acknowledged nor recorded.

Several more years passed on. Mrs. Jewer had, at times, been living in an old shack on the Anne Arundel County property. She wanted to build a home. Roland desired to do likewise. There was apparently considerable talk in the family about dividing up that property. Notwithstanding the execution of the above quoted paper dated April 30, 1935, all the parties in interest seemed to have the idea Leon would still be entitled to three-fifths of the property in the event Ludwig did not make some other disposition thereof. No one seemed to pay any attention to the Lancaster Street house or to the money in the Building Association. They all concentrated on dividing up the Anne Arundel County property. This property lies on the north side of the Powhatan Beach County Road, has a frontage of 1144.98 feet thereon, binds along its northeast side on Stony Creek for a distance of about 600 feet, and has a depth, northerly from the road, varying from about 200 feet on the easternmost outline to something over 500 feet about the middle thereof. The northwest boundary of the property is along the southeast line of what is designated on the plats as lot No. 4 of the "Langville Tract", and has no frontage on Stony Creek.

Roland worked for the City of Baltimore, and, with the help of one of his co-employees, made a plat of the property and of a proposed subdivision thereof. A copy of this plat was offered in evidence and marked "Plaintiffs' Exhibit No. 11." He says that before this plat was made, or, while it

was being made, he and Leon and Mr. Jewer and a couple of his, Roland's, sons, went from Baltimore down to the property and staked it off so that they could see on the ground what each would get. Leon denies this staking off; but it is certain that they were all down there. It is also certain that they told Roland to go ahead and employ a surveyor and have a survey made. This was all in the fall of 1941. He employed Mr. J. Revell Carr. On the day Mr. Carr was to make the survey, Roland and Mr. Jewer were to meet Leon at Leon's house (Ludwig lived with Leon), so that the three of them could go down together. Mr. Jewer did not show up. Leon and Roland, however, did go down and helped Mr. Carr all day. When they got through, Mr. Carr had all the data necessary to enable him to go back to his office and prepare the plat dated March, 1942, and offered in evidence as "Plaintiffs" Exhibit No. 4". While this plat is of course not exactly the same as the plat which Roland had prepared, it is very evident that the idea behind the two plats is substantially the same, Roland's plat being simply the rough draft, and Mr. Carr's the finished product.

Under this subdivision, Roland was to get all his share in one lot, No. 3, with a frontage of 100 feet on the County Road and about 300 feet on Stony Creek, Mrs. Jewer was to get her share in two lots, first, lot No. 2, with a frontage of 100 feet on said County Road and 100 feet on said Creek, and, secondly, lot No. 5 at the westernmost end of the property with a frontage of 138.3 feet on said County Road, while Leon was to get lot No. 1 with a frontage of about 400 feet on the County Road and 200 feet on Stony Creek, and lot No. 4 with a frontage of 404.85 feet on the Road and none on the Creek. In fairness to Roland, it must be said that while he in this subdivision was getting a little over 300 feet front-

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age on the Creek, the north and northwest corners of his lot are nothing but a deep and precipitous gully, so that at least two-thirds of his Creek frontage is practically worthless. Roland says that his father was pleased with Mr. Carr's plat and the subdivision made thereby and told him to go ahead and build his house. He went; and, according to him, heard nothing more about the matter until a year later when he received a letter from Noah E. Hillman, Esquire, of the Anne Arundel County Bar, enclosing a plat of a new subdivision of said property made by Mr. Edward Hall, and thereon stated to have been based on the plat made by Mr. Carr and a survey made by Mr. Hall in November, 1942. Mr. Hillman's letter is in these words:

"April 28, 1943

Mr. Roland Jaworski
515 South Robinson Street
Baltimore, Maryland

Dear Sir:

Your brother-in-law, Mr. John H. Jewer, has asked me to write to you concerning the matter of your dispute about the land at Stony Creek.

You are advised that in March 1943, your brother Leon Jaworski executed a Deed to your brother-in-law and to your sister for two lots of land as shown on a plat which has been recorded with the Deed at Annapolis. I am enclosing a plat or rather a blueprint of a plat which is on record and you will note that the part marked lot three is where your building is. Mr. Leon Jaworski is willing to convey that lot to you with the use in common of a 16 foot right-of-way to the road. He will also convey to you lot number four as shown on the plat. Mr. and Mrs. Jewer now own lot number two and lot number five as shown on the plat.

You will kindly remove all of the old building material, brick, etc. from Mr. Jewer's lot as soon as convenient. Also, you have no right to interfere with Mr. Jewer's garden which, I am told, you ran your automobile over notwithstanding that he told you the property belonged to him. I am sure that you will realize that if this is done again, you may find yourself in Court.

Very truly yours,

NAH:sw

Noah A. Hillman"

Roland took that letter to Mr. Young who took the matter up with Mr. Hillman. A number of conferences were had extending over several more years, but nothing was worked out. Ludwig died September 12, 1946, without leaving a will. When Mr. Young, about six months later, heard that Leon, notwithstanding the fact that conferences looking to straightening out the matter had been going on, had conveyed a part of the very land which Roland, according to his ideas, was to get, to Mr. and Mrs. Jewer, and another part thereof to Mr. and Mrs. Norris, their son-in-law and daughter, he brought this suit. The prayer is that the several deeds made by Leon be set aside and annulled, and that the division of the property made pursuant to Mr. Carr's survey, and shown on his plat, be declared the correct division thereof, and so forth.

I not only listened carefully to all the testimony, and to all the arguments of counsel, but I, with counsel, went down and took a look at the property. It can readily be seen, by comparing the Carr and Hall plats, that the big idea behind the Hall survey was to cut off of Roland's lot No. 3 a strip of land 100 or more feet wide extending along its entire westernmost outline so as not only to reduce the area of the lot from 2.66 acres to .82 of an acre, but to cut off its entire road frontage, and tuck it in behind Mrs. Jewer's lot No. 2 at the end of a 16-foot right-of-way. True, they proposed to give Roland lot No. 4 at near the west end of the property with a frontage of 141 feet on the County Road, but, in my humble judgment, the value of this lot would not even begin to off set the damage caused to his lot No. 3 by taking away the above mentioned strip and forcing him to use the right-of-way as his only means of access. That the purpose of the Hall survey was to give Leon more of the desirable frontage on the County Road, and without regard to what happened

to Roland's lot No. 3, is obvious. Mrs. Jewer and Leon are both of age, and, as far as this court is concerned, can make any deal or arrangement they want to make. They appear to be friendly. What they do is their own affair in so far as they, themselves, are concerned. I do not think, however, that they together, or separately, have the right to deal with Roland so as to prejudice his rights and leave him without recourse. Roland expended a very considerable sum of money in improving his lot No. 3 immediately after the Carr plat was made, and while everyone was apparently satisfied with the subdivision thereon provided for, and, under those circumstances, it would not seem to be fair and right to take from him a desirable outlet to his property and give him a very undesirable one, and thereby destroy a large part of his property's value, a value which he had created by the improvements he had erected thereon. After all, Leon is not only Roland's brother, but his trustee. I do not know of any man-made law which says that one brother shall treat another with more consideration than he would treat a stranger, but there is plenty of man-made law which says a trustee must treat his cestui que trust with fairness, and that he cannot make a profit from his position, even if that profit is nothing more than taking the most desirable front land and leaving the cestui to shuffle along the best he can with what is left. I can find nothing in this record which conferred on Leon any power to make a partition of the property either before or after Ludwig's death. We, nevertheless, find him, before Ludwig's death, and, when he had absolutely no right to do anything, proceeding to divide the property according to his own ideas, actually conveying a part thereof to Mr. and Mrs. Jewer, and having his lawyer, Mr. Hillman, write Roland telling him what he could have. He, now, says that he had Ludwig's approval.

But, the answer to that is that Ludwig did not join in the deed to Mr. and Mrs. Jewer of March 8, 1943, and I am confident that had he agreed, Mr. Hillman, being the good lawyer that he is, would have had him join therein.

As I have heretofore suggested, the northernmost end of the strip 100 or more feet wide cut off of said lot No. 3 has little value. The southernmost end thereof, however, for a distance of about 250 feet back from the road was intended to afford, and did afford, Roland the means of getting in and out from the house he built, and it adds a very considerable value thereto. It can be readily understood that he might not have cared to invest the money he did invest there, unless he had thought he was going to have the whole lot as laid out by Mr. Carr. Now, add to that the fact that he can only use the 16-foot right-of-way which Leon has laid out for him jointly with Mr. and Mrs. Jewer, and with Leon and his family, with none of whom he is on good terms, and we have a rather unsatisfactory situation. The latest thing is that Mrs. Jewer has built a garage out of nondescript lumber on the extreme northwest corner of the lot conveyed her, so that Roland cannot even use said 16-foot right-of-way without making a right angle turn around the corner of this garage.

I do not know what effect, if any, the above quoted paper of April 30, 1935 had. It is quite possible that it cannot be considered as a valid exercise of the power vested in Ludwig by the declaration of trust of July 1, 1931, although there are authorities which, at first blush, appear to be to the contrary. I will not decide the point. As the case seems to have been tried on the theory that Leon, on Ludwig's death without exercising his power of disposition, became entitled to a three-fifths interest in the property, I will let that end of the matter rest right there.

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Parol partitions are, of course, recognized. "Adjudications are abundant that, where there is a partition in fact between tenants in common and a part performance, a Court of Equity will have regard to and enforce such partition agreed to by the parties." (Sowers vs. Keedy, 135 Maryland 448, 451). In Johnson vs. Long, 174 Maryland 478, 489-491, there is a very valuable discussion of the subject. However, at the time the Carr survey was made, namely, in the winter of 1941 - 1942, the three children were not tenants in common of the property. Ludwig was then living, and, if the English language means anything, he had quite something to say as to what was to be done therewith. While a parol partition of the property could, possibly, be sustained under the circumstances, I feel that such a holding might be technically questionable, and I prefer to place my decision on the grounds hereinafter discussed. I feel that that is sounder. I might also grant Roland the relief he is entitled to under the maxim that "equity regards and treats that as done which in good conscience ought to be done." (Pomeroy's Equity Jurisprudence, Section 364). This court has the inherent power to partition property belonging to tenants in common. In the exercise of that power, it might, if it considered the Carr subdivision fair and just, adopt that subdivision as its subdivision and partition the property according thereto. But, there is no evidence in the case as to the value of the whole, or the relative values of the several lots, so it would be a little difficult to proceed on that theory without taking additional testimony. Then, there are decisions to the effect that a power to dispose of property, as broad as the power vested in Ludwig by this declaration of trust, is sufficient to support a partition made by the donee thereof pursuant thereto (Johnson vs. Long, supra, p. 492), and it might be reasoned, with very considerable force, that what Ludwig did

when he approved the Carr survey was to partition the property in accordance therewith. While I could make a good argument on this theory, I still consider the grounds hereinafter discussed the sounder philosophy on which to give Roland the relief he is entitled to.

That Roland wanted a division of the property is certain. He says he did, and everybody else agrees with him. He went to Ludwig, to Leon and to Mrs. Jewer, and discussed the matter with them. Whether the rough plat which he made, or had made, was approved by all, does not particularly matter. They all, I find, told him to employ Mr. Carr, and have him subdivide the property. Leon actually went on the survey and assisted all day. He admits that he never protested to Mr. Carr or to Roland while he was doing this. In view of that, Roland certainly had the right to assume that the survey and subdivision was satisfactory to him. He was not only silent then, but he admits that after the plat was made, and Roland began building his house, he sold him lumber to be used therein, and still did not object. When the blueprints showing Mr. Carr's subdivision were made, Roland took one to his father and gave others to Leon and Mrs. Jewer. Mrs. Jewer never objected, although she, during the summer of 1942, was living within 50 feet from where Roland was building his house. She had seen the plat. She knew what Roland expected to get. These things would seem to be sufficient to raise an estoppel against Leon and Mrs. Jewer if that is necessary. "He who is silent when he ought to have spoken, will not be heard to speak when he ought to be silent" is the principle on which I rely. Carmine vs. Bowen, 104 Maryland 198; Eareckson vs. Rogers, 112 Maryland 160; Price vs. Adalman, 183 Maryland 320, are only a few of the many decisions in which that principle has been applied. But, when all is said and done, I

doubt if it is necessary to rely on an estoppel against Leon and Mrs. Jewer. Ludwig would still seem to be the principal actor in the drama. Let us examine the record a little further and see where he stood.

Roland says that his father approved the Carr subdivision, and told him to go ahead and build the house. In that he is corroborated by several members of his family. This was in the spring, or early summer, of 1942, right after the Carr plat was made. Leon and Mrs. Jewer say that their father told them that he disapproved Mr. Carr's subdivision, and authorized them to go ahead with the Hall survey and subdivision. But, that version does not agree with Mr. Young's version. Mr. Young testified that in the late summer, or early fall, of 1942, Leon came to see him, and brought him a copy of the Carr plat. They went to see Ludwig. Ludwig, according to Mr. Young, told him that Mr. and Mrs. Jewer had built a house on lot No. 2 as shown thereon, and that Roland was building a house on lot No. 3, that he wanted Mrs. Jewer to have said lot No. 2, and Roland said lot No. 3, and that he was not interested in what happened to the balance of the land. This was evidently something which Leon did not want to hear, <u>for he never went back to Mr. Young again</u>, and we next find him and Mr. Jewer taking Mr. Carr's plat to Mr. Hall, having Mr. Hall revise the subdivision, and, then, having Mr. Hillman prepare the deed of March 8, 1943, and, more than a month later, write the above quoted letter of April 28, 1943. I have already averted to the fact that Ludwig did not join in the deed to Mr. and Mrs. Jewer, and, in view of Mr. Young's testimony, it is not surprising that he did not. I find, from the evidence before me, that Ludwig told Roland to go ahead and build his house; that he did this after he had been given a copy of the Carr plat and knew all about the subdivision made thereby; and that, when Roland went ahead and spent nine

thousand dollars ($9,000.00) in doing what Ludwig told him to do, the latter would not have been permitted to repudiate his action had he tried. A father cannot play fast and loose with his children. If he tells one of them to go and build a house on a certain piece of land on the promise to convey the land to the child, he must stick to his bargain. "Indeed, we recognize that even a parol gift by a father to his child, while not enforceable at law under the Statute of Frauds, becomes irrevocable in equity after the child has taken possession of the land and made improvements of considerable extent, because to allow the donor to avoid the performance of his undertaking would operate as a fraud upon the donee. Hardesty vs. Richardson, 44 Maryland 617." (Williams vs. Robinson, 183 Maryland 117, 121). If the land can be definitely identified, and the promise proven, a trust will be fastened thereon, or the promise specifically enforced. If it cannot be identified, or the promise satisfactorily proven, the court will protect the child by determining the increase in the vendible value of the land caused by the improvements, and fasten a lien thereon in the child's favor for the amount thereof. In the instant case, Ludwig's power was about as broad as a power can be. He not only had the right to sell, mortgage, or lease said property in his lifetime, but he could <u>otherwise dispose</u> of it during his lifetime, or, by his will, appoint who should take it. The power was, I think, broad enough to come within the rule laid down in 41 American Jurisprudence 876, thus:

> "Moreover, any conduct of a donee of a general power, which in good faith precludes him from making a voluntary appointment under the power, operates as an estoppel, and any dealing with the estate by the donee, inconsistent with the exercise of the power by which the rights of others are affected, terminates the power, although appointees, by the exercise of a power, take through the donor of the power."

There is nothing in O'Hara vs. O'Hara, 185 Maryland 321, in conflict with this. On the contrary, that decision

seems to support my conclusion.

I hold that Roland is entitled to have the lot designated No. 3 on Mr. Carr's plat conveyed to him. As a part of that is included in lot No. 2 on Mr. Hall's plat as conveyed by Leon to Mr. and Mrs. Jewer by the deed dated March 8, 1943, I must strike down that deed. I must also strike down the conveyance of lot No. 6 on Pantaleo's plat (a subdivision of lot No. 1 on Hall's plat) to Mr. and Mrs. Jewer by the deed dated March 24, 1947, as well as the conveyance of lot No. 7 on the same plat to Mr. and Mrs. Norris by the deed of the same date. Mrs. Norris is a daughter of Mrs. Jewer, and knew all about the facts leading up to this case. She testified as one of the witnesses for the defendants. Her husband witnessed the paper writing of April 30, 1935. They do not claim to be bona fide purchasers for value without notice, and I would hold against them if they did. I will not attempt to make any partition or division between Leon and Mrs. Jewer, but will leave them to work out their own problems. However, if they want me to make a division or partition of the remaining property between them, I will, on their request, do the best I can.

There is one other thing that must be disposed of. Leon has been paying the taxes on Roland's property. An adjustment of that should be made. He who seeks equity, must do equity. A number of receipted tax bills were offered in evidence, but I cannot determine therefrom how much Roland's share of these taxes amounted to. Without a copy of the assessments before me, the bills mean nothing. I will, accordingly, have to hold that question open. Counsel should, I think, be able to do a little arithmetic themselves and figure this thing out. If they cannot, I will expect them to present any additional evidence they want to on Thursday, July 31,

1952, at 9:15 o'clock A.M. I will sign a decree as soon as that matter is disposed of.

17 July 1952

James Clark
Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ROLAND H. JAWORSKI, and MARGARET N. JAWORSKI, his wife,

PLAINTIFFS.

VS. NO. 9265 EQUITY

LEON J. JAWORSKI, and others,

DEFENDANTS.

:::::::

D E C R E E

Filed July 31, 1952

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 thirty-first day of July, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That (a) the deed from Leon Jaworski to Frances M. Jewer and John Henry Jewer, her husband, dated March 8, 1943, and recorded among the Land Records of said Anne Arundel County in Liber J.H.H., No. 276, folio 149, etc., (b) the deed from Leon Jaworski to the said John Henry Jewer and Frances M. Jewer, his wife, dated March 24, 1947, and recorded among said Land Records in Liber J.H.H., No. 401, folio 402, etc., and (c) the deed from Leon Jaworski to Robert Leslie Norris and Fredericka Mary Norris, his wife, dated March 24, 1947, and recorded among said Land Records in Liber J.H.H., No. 401 , folio 403 , etc., and each of them be, and the same are hereby, set aside, stricken down and declared null and void.

(2) That all that lot which on the plat made by J. Revell Carr dated March, 1942, a copy of which was filed with the bill of complaint herein marked "Exhibit D" and

offered in evidence and then marked "Plaintiffs' Exhibit No. 4", was designated and distinguished as lot No. 3, and thereon shown as containing 2.66 acres of land, more or less, be, and the same is hereby, impressed with a trust in favor of the plaintiff, Roland H. Jaworski, and that Eldridge Hood Young, Esquire, be, and he is hereby, appointed trustee to convey said lot to the said Roland H. Jaworski, by a deed to be executed and recorded as required by law, free, clear and discharged of all claims of the parties hereto and those claiming by from or under them or any of them.

(3) That there is justly due and owing by the said Roland H. Jaworski to the defendant, Leon Jaworski, the full and just sum of **Four Hundred and Fifty-six and 46/100 . . . .** dollars for taxes paid by the said Leon J. Jaworski on the property described in the second paragraph of this decree; that the said Roland H. Jaworski pay the sum of **Four Hundred Fifty-six and 46/100** dollars to the said Leon J. Jaworski, or into the registry of this court for his use, within thirty days from this date, and that the deed provided for in said second paragraph shall not be executed until said money is paid, and the evidence of such payment filed in this case.

(4) That the defendants pay the costs of this case.

James C. Clark
Judge.

LIBER 79 PAGE 48

LAW OFFICES
ELDRIDGE HOOD YOUNG
CENTRAL SAVINGS BANK BUILDING
BALTIMORE

GERALD KERR
HAROLD M. VICK

TELEPHONE
PLAZA 8360

July 30,1952

Matthew S. Evans, Esq.,
Attorney at Law,
Annapolis, Maryland.

Filed 31st July 1952

Dear Mr. Evans:-

In re Jaworski vs. Jaworski, after reading the opinion and going over with Mr. Bregel the memorandum which you sent me of the assessment on the Jaworski property, Mr. Bregel and I have agreed that it will not be necessary to appear before Judge Clark tomorrow morning at 9.15 A. M. as we have worked out the matter of the taxes or the formula which ought to govern the same, and especially so as Roland Jaworski when the property was being built wrote a letter to his brother Leon stating that he wished to pay the taxes and if Leon would give him a memorandum of the same he would be glad to pay it.

The assessment of the land totals $1400.00 and we have worked out the approximate area of the several different lots and the six acres, and divided this so that the land assessment would approximate $185.00 an acre multiplied by 2.66 would be $492.00 and taxes at the rate of the assessment should be paid on this amount from the year 1942. Further, the assessment on the improvements on Roland's lot is $2605.00 and the taxes computed at the rate should be charged against Roland from the time that this assessment ($2605.00) was made on the property.

I think this fully covers the matter and I am sending you an extra copy of this letter so if it becomes necessary you can file it in the proceedings.

Very truly yours,

ELDRIDGE HOOD YOUNG

EHY.EB

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ROLAND H. JAWORSKI and MARGARET N. JAWORSKI	*	IN THE
	*	CIRCUIT COURT FOR
VS	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
LEON J. JAWORSKI	*	
FRANCIS M. JEWER, et. al.	*	No. 9265 Equity
	*	

* * * * * *

Filed 27th Aug 1952

Mr. Clerk:

Please enter an appeal to the Court of Appeals of Maryland from the decree in this case passed the 31st day of July, 1952.

Howard C Bregel

HOWARD CALVERT BREGEL,
Solicitors for Defendants

STATE OF MARYLAND:
TO WIT:
CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 25th day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared LEON J. JAWORSKI and FRANCIS M. JEWER, two of the defendants and on behalf of themselves and their co-defendants in the above entitled cause, made oath in due form of law that the appeal taken by them in said cause is not taken for delay.

AS WITNESS my hand and Notarial Seal.

Georgia V. Frazier

NOTARY PUBLIC

LAW OFFICES
Howard Calvert Bregel
Calvert Ross Bregel
BALTIMORE, MD.

Filed 12th Sept. 1952

ROLAND H. JAWORSKI and MARGARET N. JAWORSKI, his wife	*	IN THE
	*	CIRCUIT COURT FOR
vs	*	ANNE ARUNDEL COUNTY
LEON J. JAWORSKI, et. al.	*	IN EQUITY
	*	No. 9265 Equity

* * * * * *

STIPULATION OF RECORD ON APPEAL

Mr. Clerk:

Please include the following in Transcript Record on Appeal.

(1) Docket entries.

(2) All pleadings, including Bill of Complaint, Demurrers and Order overruling same, and the several answers to the Bill of Complaint.

(3) Stenographic Transcript of Testimony.

(4) All Exhibits, both Plaintiffs and Defendants'.

(5) Opinion of Court.

(6) Letter dated July 30th, and Agreement of Counsel therein.

(7) Decree

(8) Order for Appeal

(9) Stipulation of Record on Appeal.

Howard C. Bregel
HOWARD CALVERT BREGEL,
Attorney for the Appellant

Walter L. Crowe

Attorneys for the Appellee

LAW OFFICES
Howard Calvert Bregel
Calvert Ross Bregel
BALTIMORE, MD.

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LIBER 79 PAGE 51

JAWORSKY	:	IN
VS.	:	THE CIRCUIT COURT
JAWORSKY	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 9265 Equity

Filed Oct 9, 1952

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

TESTIMONY

BEFORE HONORABLE JAMES CLARK

May 15, 1952

Present:

Mr. Eldridge Hood Young,)
) Solicitors for Plaintiffs.
Mr. Matthew S. Evans,)

Mr. Howard Calvert Bregel, Solicitor for Defendants.

Mr. John H. Hopkins, 3rd., Clerk.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Eldridge Hood Young, pages 1 to 13 inc.
Roland Jaworsky, pages 14 to 29.
Margaret Jaworsky, pages 29 to 35.
Samuel V. Guercio, page 35.
Louis Francis Jaworsky, pages 35 to 38.
Paul Salvatore Jaworsky, pages 38 to 41.
Poland Howard Jaworsky, Jr., pages 41 to 44.
Leon Jaworsky, pages 44 to 67.
Frances M. Jewar, pages 67 to 75.
Marie Jewar, pages 75 to 80.
Mary Morris, pages 80 to 82.

Eldridge Hood Young, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. Would you state your name?

A. Eldridge Hood Young.

2. Your profession?

A. Lawyer.

3. Are you practicing in Baltimore, Maryland?

A. Yes I am.

4. MR. EVANS: IS IT NECESSARY TO QUALIFY HIM?

MR. BREGEL: NO, I STUDIED LAW UNDER HIM.

COURT: THEN YOU ADMIT HIS QUALIFICATIONS.

MR. BREGEL: YES.

4. Do you represent Mr. Ludwig Jaworsky and Mr. Leon Jaworsky?

A. Yes, I at first represented Ludwig Jaworsky; it was in about 1920 when we brought the ejectment suit to recover this tract of land for him; he had been dispossessed by some squatters; I have known him in the family from that time up to the time of his death; I have known the children, some of the children since then.

5. Did you represent the Jaworskys in particular in relation to this land that is in dispute?

A. Yes.

6. In what capacity did you represent them?

A. My recollection is--I can only refresh it by looking at the deed; Mr. Leon Jaworsky and Roland Jaworsky called to see me sometime in 1927; I think it was then; they told me their father wanted to make a deed of his property and try and get some of his affairs straightened out; he was getting along in years, and I went over to see him, my recollection is, on Lancaster Street; he lived there with his son, Leon, the one they call "Lou"; after discussion, he said that he was living with Leon, that he wanted to deed the property to Leon, not only this piece but the piece up in Baltimore City.

COURT: LUDWIG SAID THAT?

A. Ludwig.

MR. BREGEL: I HAVE TO OBJECT. LUDWIG HAS BEEN DECEASED FOR MANY YEARS.

IF IT RESULTED IN THE PREPARATION OF DEEDS AND OTHER INSTRUMENTS, I THINK IT OUGHT TO BE ADMISSIBLE, BUT WHAT LUDWIG SAID--

COURT: HE TOLD YOU TO DRAW A DEED, DID HE?

A. He told me to draw a deed.

COURT: YOU DREW IT ACCORDING TO HIS INSTRUCTIONS?

A. I drew it according to his instructions.

COURT: THAT PUTS THE DEED IN.

A. He told me at that time that Leon could take care of his property [illegible] and his sister.

MR. BREGEL: OBJECT.

COURT: STRIKE IT OUT.

MR. EVANS: YOUR HONOR, IN THE PAPERS YOU HAVE THERE, ARE THE EXHIBITS WE WOULD LIKE TO INTRODUCE.

COURT: YOU DREW A DEED ACCORDING TO LUDWIG'S INSTRUCTIONS?

A. Yes.

7. I hand you a paper, will you identify that please, sir?

A. This is a certified copy of the deed which I prepared for Mr. Ludwig Jaworsky at his instructions.

COURT: IS THAT PLAINTIFF'S EXHIBIT A.

A. Yes sir. 22nd December 1927;it was recorded in F.S.R. 24, folio 327.

8. That is the deed by which Mr. Ludwig Jaworsky conveyed his property to Leon Jaworsky, his son?

A. That is correct; it not only did that but it also conveyed a lot of ground in Baltimore City known as 1605 Lancaster Street, where they live.

MR. BREGEL: FOR THE PURPOSE OF THE RECORD THAT WAS A STRAIGHT DEED WITH NO LIFE TENANCY OR POWER OF SALE?

MR. EVANS: CORRECT.

COURT: THAT'S WHAT I THOUGHT.

MR. EVANS: WE OFFER THIS AS PLAINTIFF'S EX. 1 (MARKED PL. EX. 1)

9. After this deed was prepared and executed and recorded, what then took place?

A. Several years after that, Mr. Ludwig Jaworsky, Mr. Leon Jaworsky, Mr. Roland Jaworsky and my recollection is that Mr. and Mrs. Jewar, but I am not so certain about that; I went over to see Mr. Jaworsky again; that is

Mr. Ludwig Jaworsky and he told me that—

MR. BREGEL: WE OBJECT.

COURT: IT HAD ALREADY BEEN CONVEYED TO LEON, THEN, HADN'T IT?

A. He told me he wished some papers executed.

COURT: THERE IS NO HARM IN THAT.

A. I then, at his instructions, and with the consent of Leon, Roland and Mr. and Mrs. Jewar, prepared a paper, which I refresh my recollection was in 1931.

10. I hand you this paper, Mr. Young; would you identify that?

A. I prepared this paper dated 1st day of July, 1931, as a result of conversation and meeting that I had had with the family.

MR. BREGEL: IS THAT RECORDED?

A. This paper was not recorded, but a copy of the original, one of the original copies I kept in my office at Mr. Ludwig Jaworsky's request, and a copy of it, I am not sure whether the copies were all executed or not, were delivered to Leon and Ludwig and the Jewars and to Roland.

COURT: COPIES WERE DELIVERED TO WHOM?

A. Copies were delivered to Mr. Ludwig Jaworsky, that's the old man, to Leon and to Roland and to the Jewars.

11. Mr. Young, that paper was prepared at the direction of Mr. Ludwig Jaworsky; what was the purpose of that; what does it contain?

MR. BREGEL: OBJECT.

COURT: I THINK THE PAPER SPEAKS FOR ITSELF.

12. Could you tell us what the paper contains?

COURT: SUSTAIN THE OBJECTION.

MR. EVANS: I OFFER THIS AS PLAINTIFF'S EX. 2. (MARKED PL. EX. 2)

13. After this paper was prepared and executed, and the various copies as you have testified delivered to the children, what then took place?

A. It was several years after that Leon Jaworsky came in to see me and told me that his father wanted to have some discussion with me about the property down the country, that is the place in Anne Arundel County; I don't know whether he said about Lancaster Street or not; I am not certain about that, but about the deed that had been drawn and the declaration of trust; I went over to see Mr. Ludwig Jaworsky and I am not certain whether anybody else was

there, but Leon; there may have been the rest of the family there; I can't definitely tell that. Now on the strength of what Leon Jaworsky said and what his father said, I prepared another paper which Mr. Ludwig Jaworsky and sent it over to Mr. Jewar to have it executed.

14. I hand you this paper, will you identify that?

A. This is the paper that I prepared and Mr. Ludwig Jaworsky signed it; it is witnessed by Mr. Lutz and Mr. Norris; Mr. Norris is the son-in-law of Mr. Jewar. I don't recollect who Mr. Lutz is. That paper was executed; the arrangement with Mr. Ludwig Jaworsky and Leon and the rest of the family, I was to keep a copy of it in my office for the benefit of all of them and all of them had, I won't say executed copies, but I think they were all executed; I know all of the family got copies of this paper.

COURT: WHAT IS THAT, EXHIBIT 3?

MR. EVANS: WE OFFER THIS AS PLAINTIFF'S EX. 3.(MARKED PL. EX. 3)

15. Mr. Young, after that paper was prepared and executed and copies delivered to the various children, what was the next transaction you had in relation to this property?

A. The next transaction that I had in relation to it was sometime either in the late Summer or very early Fall of 1942; Leon Jaworsky came in to see me with a plat and told me that he and his brother, Roland, and his sister and sister's husband had parcelled the land out down in Anne Arundel County between them and that Mr. Carr had made a survey of it, and brought me the original plat, I don't know whether it was the original tracing or what, that is my recollection, or else he brought me a blue print of that plat, and said that he and Roland and his sister and his sister's husband had divided the land up; that he was not to pay any of the costs of recording deeds or having the survey made by Mr. Carr, who had originally surveyed the place when he had the ejectment suit, and wanted to know about drawing the deeds; I said, "Well I don't know whether we can draw any deeds at the present time, because under all these papers that are signed, your father still has a life estate in it, and I think we better discuss the matter with him." Leon and I went over to see--I don't know that we went that same day,

but we made some appointment and we went over to see Mr. Ludwig Jaworsky and discussed the plat and the way the property had been divided and I told him that I thought he better not make any deeds at that time; Leon had told me that his sister, Mrs. Jewar, and his sister's husband, had quarrelled because he had so much more frontage on that plat than the other children had, and ~~xxxxxxx~~ the old gentleman said, "Well(I don't know")—

MR. BREGEL: TO BE PRACTICAL ABOUT THIS CASE, IT GETS MORE INVOLVED AS WE GO ALONG. IF WE LET ALL THIS CONVERSATION COME IN, IT OUGHT TO APPLY TO MY CLIENTS AS WELL, SO THAT WE WILL GET A TRUE PICTURE.

COURT: IF THAT SUITS EVERYBODY.

MR. EVANS: I DON'T THINK WE HAVE ANY OBJECTION.

MR. BREGEL: THEN, LET'S WAIVE THE RULE AND LET EVERYONE HAVE THE SAME OPPORTUNITY.

A. The old gentleman said, "Well (I don't know what he calls his daughter and son-in-law, he may have called them by name) they have got a house down there and Roland is building his house down there and that part of it is all straightened out."

Court: THE OLD GENTLEMAN SAID WHO HAD A HOUSE?

A. That the Jewars had built their house down there on their piece of land on the plat and that Roland was building his on the plat and Leon said, "Well, you know, I never expect to go down there; I am only going to sell lots off of mine," and the question that came up with him was whether or not the Jewars were to get all of or a larger frontage on the extreme westernmost end of the land, which is set out on that plat.

16. Mr. Young, I hand you this blue print; will you identify this please?

A. This is the blue print off of the original tracing that Mr. Carr made ~~x~~ in March 1942.

MR. BREGEL: IT WAS ORIGINALLY SURVEYED IN 1933?

A. He originally surveyed it in '33? He made the original survey back in 1911, October 23, 1911; he made another survey when we had the ejectment suit down there; I don't know when that was made.

MR. EVANS: WE OFFER THIS AS PLAINTIFF'S EX. 4. (MARKED PL. EX. 4).

COURT: THIS GIVESMR. AND MRS. JEWAR TWO LOTS, DOESN'T IT?

A. Yes.

17. Could you explain to the Court why division was made in that manner, if you know?

A. The family told me that what they were trying to do when they--they said they had all gone down there sometime and ~~[illegible]~~ platted it out on another small plat or some other plats that Mr. Carr had given to Roland Jaworsky; they had put the lines out and Mr. Carr had gone down and made another survey; the reason for it was the Jewars had their house on Lot No. 2, and Roland was building his house on Lot No. 3; Leon also was to get some waterfront and he had Lot No. 1 which had about 400 feet front on it; then he had another tract of 400 feet front which was further down the County Road , but had no waterfront on it, and the Jewars also on that survey of Mr. Carr's in March 1942, they had a tract of land about a hundred and thirty-eight feet which was the westermost part; what Leon was talking about was that his sister and brother-in-law seemed to think he had too much of that back land and they ought to have had more frontage on it than they had gotten.

COURT: WAS IT ON THE ROAD OR ON THE WATER?

A. On the road; there is a right steep drop from the road to the Stoney Creek; I suppose you would go back maybe a hundred and twenty-five or a hundred and fifty feet and then the land, Lot No. 3, is a very steep drop from that down to the Stoney Creek, and most of Stoney Creek from about the end of the northwest end of LeonJaworsky's lot around to the dividing line, there is a good deal of marsh land down the bottom; there is quite a steep drop; Roland Jaworsky's house is built, I would say as I can visualize it now, on Lot No. 3, right along about where "acres" is written in; the front of the house has maybe two steps or three steps to go up onto a porch and the rear of the house, you can go into the basement; it is that much of a drop; it even gets steeper as you go down Stoney Creek.

18. Does the front of the house face the creek?

A. No the front of the house faces the road.

19. Are there any other houses located on the property?

A. At that time, approximately that time, there were no other buildings on the

property except an old shack which had been over about where the Jewars were; I think that had burned down; then Mr. and Mrs. Jewar had built some house somewhere on Lot No. 2, half-way back from the road, and they were the houses that Mr. Ludwig Jaworsky was talking about; he said that his daughter and son-in-law had their house built and Roland was building his house.

COURT: THE JEWARS HAD A HOUSE ON LOT NO. 2?

A. On Lot No. 2.

COURT: ABOUT HOW FAR BACK FROM THE ROAD?

A. It's a little bit further back than Jaworsky's house. Jaworsky's is about where I would say "acres" are.

COURT: YOU MEAN ROLAND'S HOUSE?

A. Roland's house.

COURT: THAT'S BACK ABOUT 250 FEET.

A. I would say it is not that far back; I made an error.

COURT: YOU MADE AN ERROR. YOU WERE WRONG.

A. It is not that far back; it might possibly be; I don't think it is; the other one is a little bit further back than that; it is east of it.

MR. BREGEL: CLOSER TO THE WATER?

A. Yes, my recollection is that it is closer to the water. I told Mr. Ludwig Jaworsky--I told Mr. Leon Jaworsky that I thought the only way to make the deeds out at that time would be to have Mr. Ludwig Jaworsky enter into them because there might be some question about his rights under the declaration of trust under the deed, but he said, well, but Leon and all them had fixed it down there and he wasn't interested in it and these two had built their houses on there and that was all right; what they did with the rest of it, he wasn't concerned with it; he was then getting along in years and he didn't want to get into the disputes.

20. Did Mr. Ludwig Jaworsky see this plat?

A. Yes, he had seen it; he was familiar with it; I don't know whether I had this original with me or whether I got that some other place; if we didn't have that, we had some of these blue prints that were made; there were a number of them around.

21. As a result of this division and the plat being prepared, what took place

then; was there any division of the property?

A. Mr. and Mrs. Jewar were in possession of their lot No. 2, their house had been built on it before this division had been surveyed; I didn't know what they made; they told me that they had been down there with all of the family, had been down there in the Fall of 1941.

COURT: DO I UNDERSTAND THEN THAT ~~THEY~~ EVERYBODY WAS SATISFIED AS TO WHAT LEON GETS AND EVERYBODY IS SATISFIED THAT MRS. JEWAR HAVE THE LOT THE HOUSE IS ON?

A. That's what the old gentleman told me at that time; that they were satisfied for Mrs. Jewar to have the lot and house that she is on; there was no question about that.

COURT: HOW ABOUT ROLAND?

A. So far as Leon and the old gentleman were concerned when I discussed with them about the deeds, that was perfectly agreeable for Roland to have that lot.

COURT: I AM TRYING TO GET DOWN TO CASES. WHAT'S THE REAL DISPUTE IN THE CASE?

A. The dispute today is that after this happened, another plat was made in which—

COURT: YOU ARE GETTING ME MIXED UP. MAYBE YOU BETTER GO BACK. YOU HAVE GOTTEN DOWN TO NUMBER FOUR.

A. At that time the only thing that seemed to worry Leon about the whole set-out was that his sister and brother-in-law seemed to think maybe he had too much frontage and some of these lots, part of the tract which didn't have any waterfront, that they maybe ought to have more frontage than they did have on it.

MR. BREGEL: YOU MEAN THAT'S ROLAND JAWORSKY?

A. No, that's what Roland was telling me about his brother-in-law, John, and his sister, telling his father about it and that's why he was talking about getting the deeds made; getting them fixed up; he said he wasn't going to pay for them; that Mr. Jewar and Mr. Roland Jaworsky were to pay for them; he had to pay taxes on the land down there, and the agreement was among the family that his brother and his brother-in-law were to pay for the survey

and pay to put the deeds on record.

22. After this plat was prepared, what did Mr. Roland Jaworsky do as a result of this agreement?

A. He went down there and built his house.

23. That was after the plat was prepared?

A. After it was prepared; I didn't see the house at the time that I am talking of; Leon took me over to see his father and they told me he was building his house down there at that time; of course, I have seen it since then and know where it is.

24. What was the next step in this transaction in your dealings with the Jaworskys that you had?

A. Well the next step that I know about it, after that, about a year after that I would say sometime possibly in May or June of 1943, Mr. Roland Jaworsky came into see me and showed me a letter from Mr. Hillman, with a plat that was different from this; the letter stated that there had been

MR. BREGEL: WAIT A MINUTE. DO YOU HAVE THE LETTER?

A. Yes I have the letter.

MR. BREGEL: TO KEEP THE RECORD STRAIGHT, THIS PLAT WHICH IS PL. EX. 4, IS A RECORDED PLAT?

A. It isn't as far as I know; Mr. Roland Jaworsky came in to see me with this letter of Mr. Hillman's, and also a plat (I don't remember the date of it; my recollection is it was dated November 1942) and brought that in to me. I think it is filed here, plat that was in the letter, filed with the bill of complaint as Exhibit F.

MR. EVANS: WE OFFER THIS AS PLAINTIFF'S EX. 5. (MARKED PL. EX. 5)

A. He also wrote me a letter about a deed and didn't give me a reference to it.

25. Can you identify that deed, please?

A. This is the deed that was referred to in the letter.

26. And that is filed as Exhibit E with the bill of complaint?

A. Yes.

MR. EVANS: WE OFFER THE DEED AS PLAINTIFF'S EX. 6. (MARKED PL. EX. 6)

COURT: MR. LUDWIG JAWORSKY WAS LIVING IN 1943, WASN'T HE?

A. He died September 1946.

COURT: PUT THE LETTER IN EVIDENCE. (LETTER MARKED PLAINTIFF'S EX. 7)

A. Plaintiff's Ex. 5 is the deed that Leon Jaworsky made to his sister, Mrs. Jewar and her husband, of Lots No. 5 and Lot No. 2; he increased the frontage in Lot No. 5 from 138 feet on the Carr Plat to 163 feet and cut the Roland Jaworsky lot off, so that it runs just down about where the house is, with a 16 foot right-of-way out to the street.

COURT: HE DOESN'T GET ANY FRONTAGE AT ALL?

A. No frontage at all, and not enough to get in and out of his property where his house is. The deed marked Plaintiff's Ex. 5 is recorded in J.H.H. 276, folio 149, dated 8 March 1943, Leon Jaworsky to Frances M. Jewar and her husband, and the two deeds, one of them marked Exhibit G is a deed from Leon Jaworsky to John Henry Jewar and Frances Jewar, his wife, dated 24 March 1947 and recorded in J.H.H., but it doesn't have either the folio or the liber on it; it was recorded more than likely just a day or two after it was recorded; that is the deed to Jewar.

MR. BREGEL: I WILL GIVE YOU THE LIBER AND FOLIO. IT IS J.H.H. 276, folio 149.

A. That is the deed for a lot of ground at Powhatan Beach. This is from Leon to his sister and brother-in-law that is part of Lot No. 7. This is a deed from Leon Jaworsky to John Henry Jewar and Frances M. Jewar, dated 24 March 1947, recorded in J.H.H. 401, folio 402.

MR. EVANS: WE OFFER THAT AS PLAINTIFF'S EX. 8 (MARKED PLAINTIFF'S EX.8)

A. The last deed is, refers to plat not in evidence but is part of Lot No. 1, that has been filed in evidence, marked as Plaintiff's Ex. 6. The plat which Mr. Bregel has handed me and is referred to in the deed which has been put in as Plaintiff's Ex. 8 in this case is Lot No. 6 on the plat that was made by Pantaleo in October 1946, and the deed from Leon Jaworsky to Robert Leslie Norris and Fredricka May Norris, dated 24 March 1947 and recorded on the 11 day of April 1947 refers to Lot No. 7 on the Pantaleo plat.

MR. EVANS: WE OFFER THE DEED AS PLAINTIFF'S EX. 9. (MARKED PL. EX. 9)

WE OFFER THE PLAT AS PLAINTIFF'S EX. 10. (MARKED PL. EX. 10)

A. The two lots that were deeded to Jewar and his wife, and Norris and his wife, marked 6 and 7 on that plat are right in the property of Lot No. 3 on the Carr plat of March 1942, and the road to the right or the east of those two

lots is the road on the Hall plat where the 16 foot road is; both of those lots, one of them faces on the County Road and the other is in the north of it; those two lots are out of Lot No. 3 of the Carr plat; I might say this--on the Hall plat which is Ex. No. 6, the only deed up to 1947 that was made, the only conveyance was made by Leon Jaworsky was Lot No. 2 and those two lots, 6 and 7, which lie north of the County Road and east of the, and west of the 16 foot right-of-way shown on that plat, Leon Jaworsky, up to that time had retained title in all of the land, and, of course, also the lot number, I have forgotten what it was, which is at the extreme western boundary of the property, which was also conveyed to Mr. and Mrs. John Henry Jewar, the rest of the land he retained title to.

MR. BREGEL: THAT WAS LOT NO. 5?

A. Yes.

27. Mr. Young, is that a picture of the property as it is today, how it has been conveyed by Leon Jaworsky?

A. Yes that is a picture of the prop erty today, except, I don't think there will be any objection to my saying this--I have not looked at the title but physically there is another building on the lot which is the Carr Lot No. 4, which I understand Roland Jaworsky has conveyed to someone else, which doesn't interfere at all with Mr. Roland Jaworsky's claims in this case.

MR. BREGEL: WHAT YOU MEAN, ROLAND HAS MADE A CONVEYANCE?

A. No, I say Leon; if I said Roland, I made a mistake; Leon has made a conveyance of some land west of the land claimed by Roland Jaworsky which I think faces on the County Road and I think that there is a house built on that; it has no bearing on this case; it wouldn't interfere with any claims of Roland Jaworsky and his wife in this case.

28. Does that bring us up to date with your relations with this transaction or do you have any more information to give the Court?

A. The only thing I can say from somewhere around June 1943 up until March 1947 Mr. Hillman and myself together with Roland Jaworsky at times and Leon Jaworsky, I think on one or two occasions, Mr. and Mrs. Jewar, had discussions, trying to work this thing out on all sorts of ways and plans; it went along from time to time; it was put off from time to time and finally when it was

discovered,that Mr. Roland Jaworsky discovered,or I found that the deeds made on March 24, 1947 had been put on record, cutting off part of his lot then this suit was instituted; up to that time, we had been trying to get it straightened out.

29. During the period from 1943 was Mr. Ludwig Jaworsky dead; I think you testified he died in September 1946?

A. My recollection is 12 September 1946.

30. Negotiations were going on during that entire period to try to straighten this matter out?

A. That is correct.

31. That is the reason suit was not filed until 1947?

A. I think it was 1947.

32. Did you have any discussion with Mr. Ludwig Jaworsky in regard to this from the period from 1942 until the time of his death?

A. The only time I discussed it with Ludwig Jaworsky was the time I told you about with Leon Jaworsky when the Carr plat had been prepared and everybody had had a copy of it and Roland was talking about getting or making deeds for that and I suggested that we ought to go down and discuss with his father so that we could see whether there was any question about it because he said that the Jewars were not satisfied with 138 foot they had at the west end of the land, they thought they ought to have more land down there; I told him that I thought he ought to get his father to join in the deeds; we went down there to discuss it with him and he said that it was out of his hands, that Leon and Roland and the others, he didn't care how they straightened it out, anyway they wanted to do it was satisfactory to him; he definitely said, I think he made it plain that his daughter had a house on one lot and his son had a house on another lot and that was certain, but the rest of it he didn't care what they did with it, they could give it all to Leon or all to Roland or all to Frances; he wasn't concerned with what was going on; those two pieces where they had built and were putting up the houses belonged to them that's on the Carr plat.

33. This dispute does involve those two pieces on which those houses are built?

A. That's right. The only thing the old gentleman asserted about--

MR. BREGEL: ARE WE GOING TO TAKE UP THE GARAGE WITH THESE TWO IN THIS CASE ON THE REST OF THE LAND. THE ALLEGATIONS INVOLVE THE LANCASTER STREET PROPERTY IN BALTIMORE, DO THEY NOT?

A. There is a house on Lancaster Street where Mr. Ludwig Jaworsky and Mr. Leon Jaworsky lived and Roland Jaworsky,as far as I know, is making no claims to that land at all.

COURT: WHY WOULD/HE COME IN FOR A SHARE ON THAT?

A. He would, but I understood from the family in 1941, the only thing they were concerned about, the way that Leon was to divide it up, was to divide the land down in Anne Arundel County; he was to retain part of that and all that he was to turn over was part of the land in Anne Arundel County to his brother, Roland, and his sister, Frances, and they had worked that out; the other property didn't concern them; Leon was to keep that as far as I know; there was no pressure; he was retaining that part for himself; in other words, the old gentleman told me when we were discussing these different papers that Leon had paid the taxes and they lived there together and he thought he was entitled to more consideration than the others.

COURT: ANYHOW THERE IS NO ARGUMENT ABOUT THE BALTIMORE CITY PROPERTY?

A. Not as far as Roland Jaworsky was concerned; whether it is between Frances and Leon, I don't know; there is no question about that part of it.

(Mr. Bregel, Cross Examination)

1. There is no doubt, of your own knowledge, that Leon was the one who took care of his father for a long number of years, as a matter of fact, he supported him, didn't he?

A. Well I think that's mainly true; I don't know what the others contributed, but they all seemed to say that Leon was entitled to more consideration.

COURT: WELL THE OLD GENTLEMAN DID GIVE HIM THREE FIFTHS.

A. Gave him three fifths and these folks all told me when they were going to divide it up that John, as they call him, and Roland were the two that were going to pay for Mr. Carr's survey and were going to pay for putting the deeds on record, whatever that was; Leon was not standing any expense.

2. As far as you know, Leon is still paying the taxes on everything, on Roland's, his own, the Jewar's tract?

A. I couldn't tell you that.

Roland H. Jaworsky, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. State your name.

A. Roland H. Jaworsky.

2. What is your address?

A. Powhatan Beach, Pasadena, Maryland.

3. Are you the son of Ludwig Jaworsky?

A. That's right.

4. How many children did Mr. Ludwig Jaworsky have?

A. Five.

5. Will you give their names?

A. John, who was the oldest, Elizabeth was the second, Frances was the third, Leon was the fourth and I was the fifth.

6. How many of those children are living today?

A. Three, Frances, Leon and myself.

COURT: JOHN AND ELIZABETH ARE DEAD THEN?

A. John and Elizabeth are dead.

7. Do you know the dates of their deaths?

A. Elizabeth died in 1918 during the War; John died, I don't know, about '44 or '45, along there.

8. Was Elizabeth married?

A. Yes.

9. Did she have any children?

A. One.

10. Is the child living?

A. Not to my knowledge; I really don't know.

11. Do you know the child's name?

A. Barbara Hooper.

12. Do you know where she lives; do you know whether she is living?

A. No, she lived with my brother, John, at the time he lived in Atlantic City; she lived there with him and when he passed away, I really don't know what became of her; she married and has a family of her own; where she went to, I don't know.

13. Did your brother have any children?

A. No, he had no children.

14. The property your father was seized of, the property he had in Anne Arundel County consisting of approximately 10 acres of ground in the Third Election District, is that correct?

A. 10 and about a third from what I gather.

15. Do you know what your father did with that property?

A. He left it entirely to the three children.

16. How did he do that?

A. Well, as I said, there were five children; to get around to it, it was supposed to be cut up into five pieces; three-fifths would go to Leon, one-fifth to me and my wife and the other fifth to Frances.

17. Why was the division made in that manner, three-fifths to Leon and one-fifth to you and one-fifth to your sister?

A. The other two-fifths, what Leon held in case there were any complaints from my brother, John, or Barbara Hooper, he would probably have to turn over a fifth to each one of them; since there were no complaints, he obtained the three-fifths.

18. How did your father go about seeing that the property was divided in this manner?

A. Well we talked this over many, many times at home and that was the agreement we come to.

19. Who was there when you talked it over?

A. All of us.

20. You mean your father, your brother and your sister?

A. Yes, my father, my brother, my sister, my brother-in-law and my wife.

COURT: IT HAS BEEN THE CHIEF SUBJECT OF CONVERSATION FOR THE LAST TEN OR FIFTEEN YEARS?

A. Indeed it has been, Your Honor.

21. In 1927 what did your father do or thereabouts?

A. We had a discussion.

22. After you all had the discussion and it was agreed as to what your father and you all wanted to do, what then took place?

Did your father make a deed to your brother, Leon?

A. Yes, that's right; as I said before, I got my brother to do that, simply because I wanted to protect his interest; my father, he was—that was soon after my mother died; we didn't know what he was going to do and I told my brother, I said, "Go down and see Mr. Young, and protect yourself, in case something would happen." It was for that reason alone.

COURT: YOU WEREN'T AFRAID THE OLD MAN WAS GOING TO GET MARRIED AGAIN, WERE YOU?

A. Well, that probably entered into it, too.

COURT: IT SOUNDS TO ME VERY MUCH LIKE IT DID, BUT GO AHEAD WITH THE CASE. MAYBE I WILL GET TO THE BOTTOM OF THIS THING BEFORE I GET THROUGH.

23. Did you go with your brother to see Mr. Young?

A. I can't recall that, but I knew the papers and everything were executed.

24. You mean the deed was executed?

A. I knew;my brother told me that that was done, and I was pretty well certain that he was protected in that respect.

25. After the deed was executed to your brother, Leon, did you all go and divide up the land; just what was your next step?

A. The next step was I told them I would like to have the place surveyed in order to see just what property was mine out of the acres I was promised, so we all got together in the Fall of '41, down on the place, that was my brother, Leon, John and his wife, my sister, Frances, and myself.

26. This was in the Fall of 1941?

A. That's right; we staked the place off in a crude manner, which everyone knew where the lines would be drawn; there was no question of land at all; I was satisfied with the 2 and a third acres; my sister was satisfied with the 2 and a third acres; and my brother was satisfied with about 6 or thereabouts that he was to get.

27. That's your brother Leon?

A. That's right; we agreed to that and that was the agreement and we all held fast to those ideas.

28. Did you have a plat or a tracing or anything?

A. The next step was, since John Jewar, my brother-in-law, and I were to pay all expenses for surveying, deeding, recording and everything and so on, he wanted to know what the surveying was going to cost.

MR. BREGEL: WHEN WAS THIS?

A. In the Fall of 1941.

29. Do you remember the month?

A. Either the latter part of October or November; then I came here to Annapolis to look up Mr. Carr; he was the one who surveyed the place when my father had bought it; before he had given me a price, he gave me a small plat and said, "You make up three different copies of this; draw me off the necessary points of these lots and bring it back to me and I will give you a price."

30. Do you have that copy of the plat you made?

A. This was a copy that each one of us had; we had a drawing of this.

31. Who made this drawing?

A. I work for the City of Baltimore; I had three copies made from the original on this paper.

32. And this was one of them?

A. This is the one that the surveyor had used in surveying the place.

COURT: THIS, AS I UNDERSTAND IT, IS HIS IDEA OF WHAT WAS AGREED ON?

A. Yes, my brother-in-law, John Jewar, had a copy of this; Leon Jaworsky had a copy of this; that is the way it was staked off and they knew every point.

33. That was staked off by the three of you together and the wives and husbands together?

A. First of all I taken this back when we got to that point; when I came back here to Annapolis, I gave it to Mr. Carr and then, with that, he gave me the price, which was $60.00; now to come to the date of surveying, Mr. Carr wrote me as to the first day of surveying and everyone was notified and we were to meet at my father's house; that was in the Winter now of 1942.

34. It was in October or November 1941 when you first started?

A. Yes.

35. When you say Winter 1942 you mean January or February?

A. It was about January he let me know the day he was going to do the surveying; then I went down to my father's house; my father and my brother were there, brother Leon; we waited for my brother-in-law, John Jewar; he didn't appear; my father said, "Don't wait for him any longer; you two go out there and meet the surveyor and survey it as you two see fit; if you should make any changes other than what you have got here, it will be O.K. with me."

36. When this original lay-out was made and staked off on this original plat before Mr. Carr came up to survey it, all of your brothers and sisters were present when that lay-out was made, is that correct?

A. Oh yes, we each had a copy of it and we agreed to that; that's why Mr. Carr had done it off of this.

COURT: DID YOU MAKE ANY CHANGES?

MR. BREGEL: I OBJECT TO THE INTRODUCTION OF THIS. IN OTHER WORDS, THAT WAS SOMETHING THEY HAD DISCUSSED--

COURT: THEY NOT ONLY DISCUSSED IT, HE SAID THEY AGREED TO IT, LEON, MRS. JEWAR AND HE AGREED ON THAT PLAT.

MR. BREGEL: I THINK YOU ARE RIGHT. I WILL WITHDRAW MY OBJECTION.

37. Will you show His Honor when the actual survey was made were there any changes made?

COURT: WAIT A MINUTE. LET'S GET THAT PLAT IN. (MARKED PLAINTIFF'S EX.11)

38. Were there any changes made from this plat, the original one you all agreed to and the final plat that was drawn up and presented to you by Mr. Carr?

A. Leon and I went that morning to meet Mr. Carr, the surveyor; we surveyed the whole boundary line, the complete 10 and one-third acres; when we drew the line between my sister, Frances Jewar's place and mine, we came down here towards the County Road and we found out that by this line running clean over it gave Mr. Jewar and his wife, 137 feet on the County Road, this line here; we brought that line out clean to the County Road to give them 137 feet across here; there is where one change was made and only; my brother says, "You're only getting a hundred feet on the County Road, why should he have any more, so drive a stake in here and bring this to right angles of road and give him also a hundred the same as you are getting." That was the only change that was made there.

39x COURT: HE WOULD HAVE GOTTEN WHAT,A HUNDRED AND THIRTY-EIGHT FEET?

A. A hundred and thirty-seven it came to; it was changed to a hundred.

39. Was part of this agreement an arrangement with your brother and sister that you were each to get a certain amount on the County Road; you said you changed it so you would each have a hundred feet?

MR. BREGEL: NO HE SAID THAT LEON SAID THAT.

A. Leon made that change from 137 to 100 because he said, "Why should we give him anymore, when you are only getting a hundred." He said, "Let's keep

this thing even." I said, "Well O. K. with me".

COURT: YOU DIDN'T GET ANY MORE BY THAT DEAL?

A. No I didn't; I still got my hundred.

COURT: IF YOU TOOK THIRTY-SEVEN FEET OFF JEWAR, LEON WAS THE ONE WHO GOT THAT, ISN'T THAT RIGHT?

A. Yes, he had more space given to him on the County Road.

40. At the time this division was made, were the Jewars living on this property?

A. No one was living there; the house was built as a shanty for shelter.

41. As a result of this plat being drawn, the division tenatively made, what next took place?

A. I waited for Mr. Carr to get the original; he sent me to Baltimore with it to have copies made and to give each one—I gave one to my brother, Leon, one to the Jewars, and retained one myself, give one to a lawyer and the orginal should be filed in the records, the white one or the linen one.

42. Was that filed, do you know?

A. No, I don't think so; I turned it over to Mr. Young.

43. After you delivered the plats to the various people, was there any further conversation or complaints?

A. No there wasn't.

COURT: AS I UNDERSTAND IT WE ALREADY HAVE CARR'S SURVEY IN, IS THAT RIGHT?

MR. EVANS: YES.

MR. BREGEL: IS THAT THE ONE HE IS TALKING ABOUT?

MR. EVANS? YES.

44. After this plat was delivered to the various ones, did your father see the plat?

A. Yes.

45. What was his comment on that?

A. He was pleased with it, well pleased.

46. Did he say anything more than that?

A. No he was pleased to see we reached that point; he was well contented.

47. In other words, you had divided up to suit yourselves?

MR. BREGE: OBJECT. THAT IS A STATEMENT OF COUNSEL. I MOVE THAT IT BE STRICKEN OUT.

COURT: YES, HE PUT THE WORDS IN HIS MOUTH. SUSTAINED.

48. Did you have any complaints from your brothers and sisters after you presented them with this plat?

A. No, a month after that I started to build my house; my father says, "You know now what belongs to you; you go on and build your house."

49. And you started a month later?

A. Well my brother had three piles of lumber down on the place he sold to me and he too told me--

50. He sold you the lumber that was located on this property?

A. That's right; it was located on that property that belonged to my brother, Leon; he sold me that lumber for the building of my house; I started building right after those papers were sent to me and were distributed around.

51. Could you describe the house, the size of it and the location?

A. My house is 26 by 34, it is situated on the slope facing the water; it was built with the understanding that I had a clear view across the field and out on the County Road a hundred feet.

52. Is it a frame house?

A. It is a frame house, shingled white.

COURT: I UNDERSTAND LEON WAS PRESENT WHEN MR. CARR MADE THAT SURVEY?

A. He was with me and he agreed.

53. Is it a two story house?

A. Well it is sort of a Cape Cod, all on one floor with two extra bed-rooms in the attic.

54. You built and located your house on this lot in relation to the plat made by Mr. Carr, is that correct?

A. That is correct.

55. What did the house cost you to build?

A. Well up to now about $9000.00.

56. The house itself?

A. That's right.

57. What happened after you built your house?

A. Well--

58. What took place between you and your brother and sister?

A. One year after that, I think it was about April 1943, when I received this letter from Mr. Hillman, showing me that the place had been surveyed and lots deeded to my sister and her husband.

59. I hand you a blueprint, can you identify that?

A. That is the one that was sent to me by Mr. Hillman with a letter instructing me to remove my building materials and stuff of that sort.

COURT: LET ME SEE THAT LETTER FROM HILLMAN.

60. This plat is Plaintiff's Ex. 6, did you have anything to do with the preparing of this plat?

A. I didn't know a thing about that surveying job; it was all unknowing to me.

COURT: HALL PREPARED THAT PLAT, DIDN'T HE?

MR. EVANS: THAT IS THE HALL PLAT, BUT THIS IS NOT THE PLAT THAT MR. JAWORSKY HAD ANYTHING TO DO WITH.

COURT: I UNDERSTAND THAT.

A. That was all unbeknowing to me; I didn't know it was done.

61. When you received it in the mail, that was the first knowledge you had of it?

A. That is the first knowledge I had of it.

62. The plat which you had prepared, you stated that your brothers and sisters went down to the property in the Fall of 1941 and laid off these lots, who was present and in what manner did you go about laying these off, you said your brothers and sisters?

A. Well it started this way, my brother-in-law had the shanty built there, and I told him that I was going to build the house myself, when I did, it was going to be decent enough to live in; I asked him what interest he had and he said not any, "What am I going to build a house for", he says, "The only interest I have is to cut it up into lots and sell it."

63. This was John Jewar speaking?

A. No that was Leon; so to take into consideration--we went down on the eastern end of it; we gave him 400 feet, so as to give him 4 lots.

64. Who was there with you when you went down there and gave him those 400 feet?

MR. BREGEL: WHEN WAS IT?

A. That was in the Fall of 1941.

65. Who was with you?

A. John Jewar, his wife, Leon, my brother,and my three sons were present.

66. How did you go about dividing them up then; did you have a tape measure?

A. Yes, we had a tape measure and we stretched it along and Leon agreed to take 400 feet from that line on up the road.

67. What line?

A. From the eastern boundary line, coming up,that would give him 4 lots that he could survey and sell.

68. Who measured the 400 feet; were all of you there together?

A. Yes, my three sons, John Jewar, of course, his wife; she sat in the car; it was cold then, and he was pleased with that; he said he could run the lots and give each one water front and they would front out 100 feet on the County Road; he was pleased with that.

69. As a result of measuring off that, did you drive a stake or how did you mark it?

A. We taken a stake; I don't know what it was, just enough to hold the marks.

70. Then you made the mark on that plat which you filed?

A. That's right, the lot that was on the paper they had, that was turned over to Mr. Carr; the next move was made, then came Mrs. Jewar; since the next lot that ran diagonally north and south and fronted on the road left their shanty right in the center, that was 100 feet, rather it came to 137; the change was made as I explained before; the next was mine; I was to get a 100 feet regardless of where it came in the back as long as I got my 2 and 1/3 acres of land; that is how that came about; the rest of it didn't matter because Jewars received 2 acres and to compensate him for the difference, the waterfront lot he had, he agreed to take the rest of it on the extreme western end of the field; that is why he got two frontages out on the road and I only got one, because I agreed that I would get mine in one piece.

71. This was all done the same day when you had the tape measure and all the members of the family were out?

A. That's right.

72. After completing that and going through those steps, you went ahead and built your house?

A. That's correct.

73. In 1943 you received this letter from Mr. Hillman showing you this new plat that had been made one year afterwards, what happened after that, as a result of receiving that letter, did you do anything about it?

A. I went down to my brother's; I wanted to know what he did down there.

74. Which brother was that?

A. Leon Jaworsky; he wouldn't talk; I sat there for fully a half an hour trying to get him to explain what was done; he still wouldn't talk; he wouldn't cooperate.

75. He wouldn't say anything?

A. As time went on, I had to pull off work; I then taken the letter to Mr. Young and asked him to get it straightened out; time and time again Mr. Young wrote letters and he ignored them, but we finally met--

MR. BREGEL: I MOVE THAT BE STRICKEN OUT. HE DOESN'T KNOW THEY WROTE LETTERS.

COURT: STRIKE IT OUT.

76. You put it in Mr. Young's hands?

A. I did because he was my father's lawyer and we knew him for the past 30 odd years; he knew the outs and ins.

77. He had handled this whole transaction?

A. Yes he did, and I thought he was the man to help us; we tried and tried and met several times in Mr. Young's office.

78. You met in Mr. Young's office?

A. I, my brother, Leon, Frances Jewar and her--no, her husband didn't participate in that; it was my sister, Frances, and Leon Jaworsky and myself and my wife; we never could reach any agreement there at all.

79. Did you meet more than once?

A. Several times to my knowledge.

80. Over a period from 1943 up until when?

A. Until it was placed in Court here; I think it was placed in Court in July 1947 when the suit was entered.

81. Was your brother, Leon, married at the time in 1927 when the property was deeded over to him by his father?

A. No.

82. Where did he live?

A. He lived with my father at 1605 Lancaster Street.

83. Your brother and father lived there together?

A. That's right.

84. He lived there with your father until when?

A. Until my father died.

85. Was your brother, Leon, married after your father died?

A. No, he married while he was still living.

86. Did his wife live there with your father?

A. No, she had a house of her own; when he married, he moved over into her house, Leon did.

87. Well, he didn't remain with his father?

A. No, he left, he married and went over to his wife's house; they taken my father with him.

88. After receiving this new plat, how is the property now; did they take any action to change your lot from the 1942 plat?

A. My house was up in 1943; I had a vacation from the City; my wife and I said, "Let's go down for a week or so."

89. Down where?

A. Down to the place; I was living in Baltimore at that time; we came out to spend a few days at my house; it wasn't a complete house because we stopped building on account of the War; we couldn't get the vital materials, but the house was up, everything was in; we had beds in there, and some old furniture, just enough to put up over the weekend; my wife and I drove down there and to my amazement, I found my brother-in-law, John Jewar on the place; he had it piped off where I couldn't hardly drive up in there.

90. What do you mean piped off?

A. Well he had a great big 3 inch pipe drove in the middle of my road where I got into the place; he had the thing fenced off, and I couldn't get in; we almost got into a fist fight.

91. Was that fenced off in the lines that are shown on the second plat that was mailed to you by Mr. Hillman?

A. I didn't see anything on there.

COURT: JEWAR HAD IT FENCED OFF ACCORDING TO HALL'S PLAT.

A. We got into a little whatsaname and my sister ran up and said, "John, I told you that my two brothers tend to this." I couldn't get into my own house with my own car.

92. It had been blocked off?

A. Yes, that's right, and he come along and says, "All right, well, I will move that stake and give him a little more room.", so he pulled one out and moved it over about 18 inches; I now have a place about 8 feet to drive in with the car, and once I get up there, I can't rurn around, I got to back out.

93. Are you living on the property now?

A. I live there; I been living there since June 1947.

94. Have you had any other difficulties or run-ins?

A. No, that was all and that was enough.

95. Are your lines still in the same location when your brother-in-law moved them?

A. They are still the way he put them.

96. You haven't moved them?

A. No.

COURT: THAT IS WHAT YOU ARE HERE FOR; YOU WANT ME TO MOVE THEM; THAT IS THE BIG IDEA?

A. That's correct, Your Honor.

(Mr. Bregel) (Cross Examination)

1. There is one run-in you forgot about; did you not; weren't you all down the Ferndale Police Station at the time one of these surveys was made?

A. No.

2. What brought that on?

A. It didn't involve me; it was my son.

3. Suppose you tell us about that, which survey was it?

A. It was on a Sunday.

4. What survey; it was the time of the original survey, was it not when Mr. Hall was attempting to make a survey in pursuance of the instructions that you all had given him right about then?

A. I don't understand.

5. You gave us a rough plat, which, as you say, indicated what you all had agreed upon, as a result of that, Mr. Carr, that was the name of the surveyor, was it not?

A. That's right.

6. He was instructed to prepare and file a plat, which he did, and you all received a copy; was it at that time that your son and the rest of your family went down to the Ferndale Police Station?

A. Oh no, this didn't happen until—

7. When was it?

A. To the best of my recollection, I guess it was two years ago.

8. This suit had already been in Court, was that after your father's death?

A. Oh yes.

9. Why did you go down to Ferndale Police Station?

A. It happened this way; my son was driving my daughter-in-law home and she held the child in her hand in the rear seat and it was getting dark; we taken the road across the field like we always do; to his amazement, he saw a great big pipe drove right in front of the road and he put on his brakes, over went my daughter-in-law and her child and fell to the floor; now the following day, my wife and I were in Glen Burnie, when my son came from—

10. I am talking about a different time altogether at Ferndale?

COURT: YOU ARE NOT GETTING ANYWHERE ON THIS FERNDALE INCIDENT.

11. At the time Mr. Carr was making the survey, did you and your father have an argument and did it wind up in the Police Station?

A. (No answer)

12. Did you threaten to strike your father when he tried to show the surveyor where he wanted the stakes to be put?

A. No, that's a lie.

13. Did you go to Ferndale then?

A. That's correct.

14. I thought you had forgotten it?

A. This is a different incident.

15. That had to do with the land, didn't it?

A. My place was surveyed and my house was up; I came down there one day with

my wife, and saw white stakes driven near my porch, about 10 feet from my porch; I believe my brother-in-law, John Jewar, had driven them to get me to understand that was where he was going to put his fence. I pulled them out and threw them away. He went to Ferndale Station House and Magistrate Goodman, I think, wrote me a letter and asked me to come on up and let me explain why he got him to believe they were surveying stakes, but they weren't; that place had never been surveyed the second time; I got Mr. Young and he came along with me.

16. Wasn't your father involved at that time?

A. That's right, he came there.

17. To the Police Station?

A. That's right.

18. Did you have an argument with your own father about the property?

A. No I didn't.

19. Did you attempt to strike him?

A. No I didn't; that's a lie.

20. I think you testified the house fronts on the County Road; it actually fronts on the water, Stoney Creek?

A. That's right.

21. Your kitchen is out towards the County Road?

A. Yes.

22. Actually, the waterfront isn't too desirable there, is it; it isn't the best part of Stoney Creek, a lot of marsh and right to the left of your place down the Creek it runs up to just mud and cattails?

A. Right.

23. So it isn't the high class development as we would picture it?

COURT: WELL PEOPLE FIGHT OVER CATTAILS DOWN THIS COUNTRY.

24. You do have a very beautiful home; I have seen it. The shack that you speak of, occupied by the Jewars, is that your characterization of it now, or as it was before?

A. It burned down.

COURT: I AM NOT INTERESTED IN HOW MUCH OF A SHACK THE JEWARS HAVE. I DON'T WANT ANY COMPARISON BETWEEN HIS SHACK AND THE JEWAR'S SHACK.

25. In other words, the two shacks are yours and the Jewar's?

A. Yes.

26. When you first discussed this rough plat with your brother and sister, your father was very much interested in it also, was he not; did he walk over the land with you?

A. No he didn't go down with us.

27. At no time?

A. He left it entirely to the children.

28. Is it your testimony your father took absolutely no interest in to who was to get what and how wide it was to be and where the lots were, is that your testimony?

A. That's correct; he left it to the children and he was pleased as to the way it had been surveyed.

29. The reason that your brother, Leon, was getting the larger share was because Leon had supported your father for many, many years, is that true?

A. He lived in my father's house, that's true; they lived together.

30. He did more than that, didn't he; he supported him?

COURT: WELL HE WAS GETTING THREE-FIFTHS. IT DOESN'T MAKE ANY DIFFERENCE, I DON'T THINK WHY HE WAS GETTING THREE-FIFTHS.

MR. BREGEL: THEN WHEN THEY HAD THE CHANGE AFTERWARDS, A FIFTH WAS TAKEN OUT.

MR. YOUNG: HE TOOK IT ALL AWAY FROM HIM, LUDWIG TOOK IT ALL AWAY FROM LEON IN 1935 BUT THEY DIVIDED UP NOTWITHSTANDING AFTER IT WAS ORIGINALLY FIXED.

COURT: NO HE DIDN'T TAKE IT ALL AWAY FROM HIM. I DIDN'T UNDERSTAND THAT.

MR. YOUNG: THE THREE-FIFTHS THAT LEON GETS IS TO BE DIVIDED BY THE OTHER TWO.

31. Mr. Jaworsky, you testified that you had your father execute a deed to Leon for the entire tract becuse you wanted to protect yourself; actually you were the prime loser in this whole transaction, were you not, in getting the deed signed over to Leon as well as getting a survey made?

A. For the protection of all the children.

32. Notwithstanding that, didn't you attempt to collect from each one of the children the costs of the survey, the first survey that you had made?

A. No.

33. As a matter of fact, wasn't the first survey made without the knowledge of your father?

A. No.

34. As a matter of fact, wasn't the first survey made according to your own ideas without the consent or without the agreement by any of your brothers and sisters who are here?

A. Everyone concerned knew it.

35. After you had the survey made, didn't you and your father have an argument over the survey as you had it made, and didn't your father insist that it be changed in accordance with the survey that was afterwards made?

A. No.

36. As the matter now stands, you do have, in accordance with Mr. Hillman's letter, a 16 foot right-of-way leading right into your property, do you not, as a matter of fact 16 feet on the plat, but it is actually physically 20 feet wide, isn't that true; there is a 16 foot road leading up to it?

A. Yes.

37. Actually it is about 20 feet wide, isn't it?

COURT: IF THE DEED ONLY CALLS FOR 16, MR. BREGEL, THE FACT THAT THEY HAVEN'T GOT IT FENCED IN SO THEY CAN'T USE IT; I DON'T KNOW THAT IT WILL DO ANY GOOD. THEY CAN MOVE THE FENCE AND STAKES ANY TIME THEY FEEL LIKE IT.

38. The 16 feet is open right now and you have been using that?

A. No, I been using that road across the field which was given to me and I am still using it.

39. In accordance with what you say was the agreement, you are still using it?

A. My brother and everybody concerned.

****

Margaret Jaworsky, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. State your name.

A. Margaret Jaworsky.

2. Are you the wife of Roland Jaworsky?

A. That's right.

3. Did you know Ludwig Jaworsky, your father-in-law?

A. Yes I did.

4. Are you familiar with any of the transactions that have been testified to here today in relation to the propmerty owned by your father-in-law?

A. Yes.

5. What is the first thing you remember in regard to the property; do you remember back to the time it was conveyed by Ludwig Jaworsky to Leon?

A. Yes.

6. Were you present at any conferences or conversations that took place between your husband and the rest of his brothers and sisters and Mr. Jaworsky?

A. That's right.

7. Could you tell us what you remember of those early meetings?

MR. BREGEL: OBJECT, UNLESS IT IS MORE SPECIFIC.

8. When did you first meet with them that you remember; was it just prior to the time the deed was executed or before?

A. Yes.

9. Was it very long before, a month, a few weeks, a few months?

A. Well we usually met at the house and even before the talk about the land. When the plat was given to my brother-in-law, one was supposed to be given to his brother-in-law and sister.

10. Do you remember first when the deed was drawn and executed in 1927?

A. I don't remember dates.

11. Do you remember when you and your husband and your sons and your in-laws, that is the Jaworskys and Mrs. Jewar want down to the property?

A. Yes, I rembmber that.

12. Could you tell us what you remember of that meeting?

A. Well I wasn't there, but I know that the boys went and

MR. BREGEL: SHE SAID SHE WASN'T THERE.

13. Were you present when they came back from the property and brought the plats?

A. Yes.

14. Where were you then; who was present?

A. When they brought the plats down to his father's house, his brother was

there and his father was there.

15. Could you tell us what took place at that time?

A. My husband handed them the plats and told them that one was for John and his sister, that one he should keep for himself.

16. Your father-in-law was present?

A. He was present, yes.

17. Did your father-in-law say anything in regard to the plat?

A. He told us as long as they had that, he shoud go ahead and build.

18. Who could go ahead and build?

A. My husband, Roland.

19. Was anything said by Leon or by Mrs. Jewar?

A. No Mrs. Jewar wasn't there.

20. Was Mr. Jewar there?

A. No.

21. Just Leon?

A. That's right.

22. Was anything said by Leon at that time?

A. No he just took them and and he said he was going to give them to John when he come up.

23. When you came down to the property with your husband at the time the stakes had been moved, or the stakes had been placed by Mr. Jewar, do you remember that?

A. Well, we went there one time and he tried to get into the entrance to our house, you see there is a road that is wide, but you go in from the entrance from our house [illegible] but our road is not 16 or 20 feet wide; we barely can get through with our car.

24. You mean it is a one track road?

A. I mean one width.

MR. BREGEL: OBJECT.

A. It is a wide road that goes into our place.

COURT: WHAT IS THE OBJECTION.

MR. BREGEL: HE IS LEADING THE WITNESS.

A. I am not going to say anything that I shouldn't; I know what's right and I am going to say just what's right.

COURT: THAT'S RIGHT, DON'T YOU PAY ANY ATTENTION TO WHAT THE LAWYERS SAY, YOU GO AHEAD AND SAY WHAT YOU THINK.

A. They say it is a 16 foot road and you can go in there, but when you go into ours, we can barely go in with our car, and that day we had to stop because we couldn't get in.

COURT: THEY GAVE ROLAND LOT NO. 2 ON THIS PLAT, WASN'T IT?

MR. BREGEL: LOT NO. 2, YOUR HONOR, IS THE JEWAR LOT.

COURT: IT IS LOT NO. 3 THEN.

MR. BREGEL: YES.

COURT: UNDER THIS PLAT, WHO GETS LOT NO. 1?

A. Leon gets Lot No. 1.

MR. YOUNG: THE ONLY CONVEYANCES AT ALL UP TO 1947, YOUR HONOR, WAS LOT NO. 2, THAT MR. AND MRS. JEWAR GOT. NO OTHER CONVEYANCES WERE MADE TO ANYBODY. THEN BACK IN 1947, THOSE TWO LOTS WERE CONVEYED TO JEWAR AND TO NORRIS OUT OF LOT NO. 1. NO OTHER CONVEYANCES HAVE BEEN MADE AT ALL. JEWAR AND NORRIS GOT PART OF LOT NO. 1.

COURT: WHO IS GOING TO GET THIS FOUR ACRES OVER HERE.

MR. BREGEL: WE HAVEN'T GOTTEN THAT FAR YET.

COURT: I UNDERSTAND THAT, BUT WHAT DO THEY CALCULATE ON. IT LOOKS TO ME LIKE IF ROLAND DOESN'T GET IT AND JEWAR DOESN'T GET IT, LEON EXPECTS TO KEEP IT HIMSELF.

MR. BREGEL: NO SIR, I DON'T THINK THAT IS THE IDEA.

COURT: THAT IS JUST WHAT HE IS DOING.

MR. BREGEL: HE IS STAILL PAYING ALL THE TAXES AND ALL THE EXPENSES.

COURT: I DON'T KNOW ANYTHING ABOUT THAT, BUT ACCORDING TO THIS PLAT, HE WOULD BE GIVING ROLAND NO. 3 AND MRS. JEWAR, NO. 2, IS THAT RIGHT? HE HAS ALREADY SOLD OFF PART OF NO. —

MR. BREGEL: I DON'T THINK HE SOLD IT.

COURT: WELL HE SOLD SOME TO THE NORRISES, DIDN'T HE? THE NORRISES DON'T COME IN ON THIS, DO THEY?

MR. BREGEL: YES, THEY ARE RELATIVES. MRS. NORRIS IS A DAUGHTER OF MRS. JEWAR.

MR. EVANS: THEY DON'T COME OUT OF THE DISTRIBUTION OF THE DECLARATION OF TRUST.

MR. BREGEL: THEY HAVE NO INTEREST IN IT, OTHER THAN WHAT THEIR PARENTS GAVE THEM. YOU ARE RIGHT.

COURT: THE THING IS GETTING MORE COMPLICATED ALL THE TIME. HE CONVEYED OFF A PIECE TO MRS. JEWAR OF LOT NO. 1, BUT HE STILL OWNS THIS FOUR ACRE LOT, 4 and 5.

MR. BREGEL: YES, WHICH IS TO BE DIVIDED.

MR. EVANS: THE TITLE TO LOT 3 IS STILL UNDER THE NAME OF LEON JAWORSKY, OUR CLIENT, WHO HAS NEVER RECEIVED A DEED FOR HIS PROPERTY EITHER.

25. Mrs. Jaworsky, you said after you got in your road beyond the Jewar property, you had trouble getting in?

A. We couldn't get in, so we had to stop then and my husband and Jewar got into an argument over it.

COURT: WAIT A MINUTE. THAT DOESNIT GET ME ANYWHERE. I THINK A LOT OF THESE ARGUMENTS YOU BETTER LEAVE OUT, UNLESS THEY HAVE SOME REAL BEARING ON THE CASE. I DON'T SEE WHERE THIS HAS GOT ANY BEARING ON THE CASE.

MR. EVANS: THERE IS ONE POINT WE ARE TRYING TO BRING OUT, YOUR HONOR.

COURT: IF YOU GOT A POINT, GO AHEAD.

A. So my sister-in-law was coming towards us, Mrs. Jewar, and I showed her that we couldn't get through and she says to her husband, "John, you will have to give them more room to go in, "; she says, "I told you to leave this here between my two brothers."

COURT: I DIDN'T THINK THAT WAS GOING TO HELP ME ANY BUT GO AHEAD.

26. How long have you been living on this property?

A. I guess about five or six years, something like that.

(Mr. Bregel, Cross Examination)

1. Your husband was given first choice of any of the lots that he would like to have before anyone got anything, with the exception of Mrs. Jewar, whose house was there at the time ~~thi~~ you made the agreement, is that true?

A. That is why the first plats were made, they all agreed to it.

2. Wasn't he getting first choice; he could have gotten the lot he now has?

A. He hasn't gotten first choice.

3. He could have received the lot he now has or the lot that was shown on the

plat he had prepared or could have received more land to the west, isn't that true? If you know the answer; if you do not, say you don't?

A. Like I said, when the first plats were made, that is when they all agreed.

4. How many choices were submitted to your husband?

A. When the house was built, that is when they started to take out surveyor's pipes and--

MR. EVANS: IF MR. BREGEL MEANS HE WILL CONVEY ANY LOT HE WANTS BY CHOICE, ACCORDING TO THAT PLAT, WE WILL END THE CASE RIGHT NOW.

MR. BREGEL: I WOULD LIKE TO KNOW IF MRS. JAWORSKY KNOWS THE ANSWER.

5. Before there was any survey at all and you were talking about it, wasn't your husband given at least two separate and distinct choices of ground that he could have had by your father-in-law?

A. My father-in-law never came; he told them to go out there altogether and to decide on it.

6. All right, you were altogether; weren't there two plans that were submitted that your husband could have either one he wanted?

A. There was no two plans about it. They went out there and measured it up and everybody was there, except I.

7. In other words, it was your husband and Leon and your boys, but Mrs. Jewar wasn't there?

A. Mr. Jewar wasn't there.

8. That was on the first meeting?

A. He is the one that has caused us all this trouble, Mr. Jewar; he plowed up our road too.

9. You testified they were all there; your husband testified at the first meeting there was only Leon and your husband/your three sons?

A. That's right, and Mrs. Jewar was there also.

COURT: LET'S GET THIS STRAIGHTENED OUT. THE FIRST MEETING THEY HAD, MRS. JEWAR WAS THERE, BUT WHEN THEY WENT TO SURVEY, THEY WAITED FOR HIM AND HE DIDN'T SHOW UP. THAT IS THE TESTIMONY.

10. So at the first meeting when you made out this rough plat, they were all there?

A. That's right.

11. The second meeting when the plat was finished, Mr. Jewar wasn't there?

A. No, Mr. Jewar wasn't there; my husband's brother was supposed to give him the plat.

12. When the plat was made and taken to Mr. Ludwig Jaworsky, it was then just your husband and Leon?

A. Yes.

13. And when the plat was submitted, Leon said nothing?

A. No, he took them and said he was going to give them to his brother-in-law when he come over.

****

Samuel V. Guercio, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. State your name.

A. Samuel V. Guercio.

2. Are you the brother of Mrs. Roland Jaworsky?

A. That's right.

3. Were you present when any of the meetings were held on the property?

A. No, not any of the meetings on the property, no.

4. Did you hear any transactions on the premises between Leon and Mr. Roland Jaworsky?

A. Just before my brother-in-law built that house out there, he had bought some lumber from his brother, Leon; Roland and I went to see him one day for the purpose of paying for this lumber, and we went out there; Leon knew all about it; he knew he was going to build his house and he told me he had more lumber for the place.

5. He purchased the lumber to build his house from his brother?

A. Yes.

****

Louis Francis Jaworsky, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. State your name.

A. Louis Francis Jaworsky.

2. You are the son of Roland Jaworsky?

A. That's right.

3. Were you present at the meeting at the property in the Fall of 1941?

A. I was.

4. How old are you?

A. I am 30 years old.

5. Will you tell the Court who was present at that time?

A. At that meeting there was my Uncle John, his wife, Frances, my father, my Uncle Leon, my two brothers and myself.

6. What took place at that meeting.

COURT: YOU WERE THERE?

A. Yes sir.

7. Could you tell us while you were all there together just what took place?

COURT: WAS MRS. JEWAR THERE?

A. Mrs. Jewar was there.

8. Could you tell us just what took place while you were all there together?

A. At that time we had a steel tape and we paced off the property according to the plat that Mr. Carr had given my father.

9. Was that the plat which was admitted his morning of the large paper of the rough plat on which division was made?

A. At that time after the property was laid out roughly, everyone agreed and was pleased with how it was laid out.

10. How did you go about laying it out, could you tell us that, you said you had a steel tape?

A. We had a steel tape.

11. What was the first thing you did?

A. It was laid out according to the plat, various points were found; it was measured so that everyone had an idea how it would look.

COURT: WAS IT MARKED ON THE PLAT?

A. That I can't recall.

12. Did you measure off each one of these lots?

A. Each one was measured off in order to acquaint everyone with how it looked.

13. When it was measured off that way, was any comment made by any of the ones present; were they all agreeable to this way it was laid off?

A. They were all agreeable, everyone was pleased.

14. Do you know how much your Uncle Leon was supposed to get on the waterfront?

MR. BREGEL: OBJECT.

COURT: WELL IF HE REMEMBERS. WHAT WAS THE QUESTION?

15. Do you know or remember how much of the waterfront your Uncle Leon Jaworsky was supposed to get?

A. On the road or on the water.

16. On the waterfront and on the road?

A. The exact footage, I don't know.

17. Do you know how much on the road?

A. No, the only way I could tell would be from the plat; everyone had agreed to what he was supposed to get.

18. Do you know how much the Jewars were to get on the road?

A. I knew a lot had been laid off separate, farther down the lot for their use.

19. In addition to the waterfront lot?

A. Yes, in addition to the waterfront lot.

20. How much was your father to get, do you know that?

A. He was to get the lot going down to the water and extending toward the County Road, in other words, it was to be in one tract, because the property that the house was to be built on sloped toward the gulley or marsh.

21. Towards Stoney Creek?

A. Towards Stoney Creek and to the side also.

22. Do you know how much land he was supposed to get, that is, in acreage or square feet?

A. It was two acres and I think another third was made up by the marsh land.

23. After this meeting, were you present when the plat was shown to your grandfather, Ludwig Jaworsky, of the division that was being made of the property?

A. No I wasn't present.

(Mr. Bregel, Cross Examination)

1. Do you know of any other plans for division of land submitted to your father other than the one about which you testified?

A. I knew about them after he received them.

2. At the time you laid out this rough plat, wasn't there another plan that he could have taken and turned in?

A. No.

****

Paul Salvatore Jaworsky, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. State your name.

A. Paul Salvatore Jaworsky.

2. Are you the son of Roland Jaworsky?

A. I am.

3. How old are you?

A. 27.

4. Were you present in the Fall of 1941 when Leon Jaworsky and the Jewars and your father and various members of the family were present and division made or worked out on the plan?

A. I was.

5. Did you help take part in measuring off this land?

A. Yes I did.

6. Were all of the people mentioned present?

A. All the people mentioned were present.

7. How did you all go about dividing the property, if you know?

A. Well, it was pre-determined; 1/5 that my father was to get; 1/5 that his sister, Mrs. Jewar was to receive, and 3/5 that Leon was to receive.

8. You mean the amounts?

A. That's right.

9. The purpose of going down to the property on this day was what?

A. The purpose for this day was to lay off the exact lines according to that physical division.

10. Was the division made of the property?

A. Division was made of the property; everyone concerned knew exactly how the lines were going to run and they agreed to it.

11. Were the lines measured off with a tape measure?

A. They were measured off by a tape measure, stakes were driven into the ground; they showed where the lines were going to be and everyone had an idea, a very good idea, of how the lines were going to run.

12. Was your father going to build down on part of the property?

A. Yes he was; that was the main intention of the survey; he wanted to know before he started to build exactly where the lines would be.

13. Everyone was in agreement that day as to the lines as they were laid?

A. Everyone was in perfect agreement; they left in good spirits and they seemed happy over the division.

14. Were the lines as laid out as you testified, are they as shown on the plat that has been filed in this case, the large paper plat, made by Mr. Carr?

A. They are the same; the original white piece of paper that was shown today and the one from Mr.Carr that was received as much as five months later, I think, are the same; there is no change at all.

15. That is the way the land was divided that day?

A. That's right.

16. Everyone was present?

A. That's right.

17. After this division was made, did you ever have any conversation with your grandfather, Ludwig Jaworsky, in regard to this plat of the property, or were you present when any of your uncles or aunts talked about it?

A. I can recall one occasion where my uncle, John Jewar, was in the hospital and my father, my brother and I were visiting him and he agreed that the land should be surveyed and he was given a price; this was after the original plan or rough plat was laid off to everyone; in other words, it was September 1941.

18. You mean—

MR. BREGEL: NO,I AM GOING TO STOP YOU BEFORE YOU START. DON'T TELL HIM THINGS TO SAY.

19. Was there any discussion as to the cost of the survey?

A. At the time the original plans were drawn up, the rough plan was drawn up in 1941, they had no idea as to the cost of the surveying and at the time, my father received the cost of the survey, he notified Mr. John

Jewar, who was then in the hospital, and I was there on that occasion; he agreed to the price.

20. Mr. Jewar agreed?

A. He agreed to the price and said, "Go ahead and have it surveyed." He was also agreed as to the plan.

MR. BREGEL: OBJECT.

A. He agreed to the plan as much as three months before; he agreed to the plan when it was originally laid off in September or November of 1941; he still agreed with it when he was at the hospital when he agreed to pay the expenses of the surveying.

22. Did you ever have any conversation with your grandfather in regard to this division of the property?

A. Not myself, no; I was present at his home with my father on several occasions more or less, as a family visit, where he would stress the idea of all the brothers and sisters getting together and settleing the property among themselves.

22. Dividing it?

A. Yes, that's right.

23. That was the plan he put forth?

A. That's right.

(Mr. Bregel, Cross Examination)

1. When you say that was the plan he put forth, what do you mean?

A. He wanted them all to divide up.

2. Who to divide up?

A. The children.

3. Your father and your uncle?

A. That's true.

4. But your grandfather never in your presence, or in your hearing, ever ratified this first rough drawing that you testified about, did he?

A. Yes he did.

5. Tell us about that; you haven't testified about that up until now, have you; this is something new you are going to tell us?

COURT: YOU ASKED HIM.

MR. BREGEL: I WANT TO HEAR HIM. I MEAN IT. I AM VERY SINCERE ABOUT IT. I WANT TO KNOW. HE WAS THERE ON THE OCCASION THAT THE PLANS WERE DRAWN.

COURT: DID YOU EVER HEAR YOUR GRANDFATHER SAY THAT HE RATIFIED OR APPROVED THAT PLAT THAT MR. CARR MADE?

A. No sir, I myself, never did.

6. Do you know of any other plan that was submitted to your father whereby he could have obtained another location other than that which he received; did you hear that discussed the day that they were all together?

A. No, certainly not;

7. Of course, your grandfather wasn't present the day you used the steel tape and laid out the lots, was he?

A. No he was at home; he was unable to come.

****

Roland Howard Jaworsky, Jr., awitness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. State your name.

A. Roland Howard Jaworsky, Jr.

2. You are the son of Roland Jaworsky?

A. I am.

3. What is your age?

A. 29.

4. Were you present on the day in the Fall of 1941 when your uncle and aunt and your father and mother were down at the property and made a division of the property?

A. I was.

5. Will you tell the Court just what took place there?

A. Well, of course, we had the steel tape measure and we started on the lower end; that would be the end nearest the waterfront and divided the property off according to the plat.

6. The plat made by Mrs Carr?

A. Mr. Carr, that's right; the rough sketch, that is we worked on up the road and all around the perimeter of the tract and of course, plots were divided off and rough sketches were driven to show each part each should get.

7. All of the people, the Jewars and the Jaworskys, that is your Uncle Leon, were present when these various divisions were made and stakes driven?

A. My aunt, two uncles were present, my father and two brothers.

8. Was any comment made by any of them as to the division?

A. They were all highly pleased with it and satisfied.

9. There was no argument over it as to who should get which?

A. No there was no argument but the way the plat is drawn out, they seemed to be undecided who was going to get the slope and who the crest of the hill, and the plot sloping off into the rushes and the marsh, and I think it finally worked out that my father could get his property in one piece, that he would take the marsh land and up the slope of the hill and they operated on that point.

10. Were you present at any time when your grandfather either ratified or approved the plat which was prepared by Mr. Carr?

A. Yes I was.

11. Where was that?

A. That was down in Lancaster Street; I am most sure it was on a Saturday; I used to pick my father up from work; we used to stop down my grandfather's and he knew of the plat and he was highly pleased with it, because he saw that there was finally some settlement being made.

12. Did you know your father was planning to build a house on the property?

A. He told my father to build his house.

13. He did?

A. He did; he even recommended a builder.

14. Is that the builder your father obtained?

A. No it isn't.

15. Was that plat when you were there that Saturday afternoon when your father and grandfather, was the plat at that time at the house?

A. The plat was already drawn up; the rough sketch, of course; we went down from time to time, just on a visit and every time we went down, he was in agreement; my uncle was to.

(Mr. Bregel, Cross Examination)

1. Your grandfather wasn't there with you at the time you used the steel tape to lay out the lots?

A. No, he said he couldn't make it.

2. Why did he go down and look at the stakes you put in at that first meeting?

A. When did he? Well he was down there a couple of times before his death, but I never knew of him going down at all.

3. As a matter of fact, to your knowledge, he didn't know how they had agreed on it?

A. He saw the plat.

4. Which plat did he see?

A. He saw the original plat.

5. On the Saturday afternoon you speak of, that is the original rough sketch?

A. The rough sketch.

6. That is all you showed him?

A. He saw the blue print.

7. When did he see the blue print; we are talking about the rough sketch now?

A. Well you can't pinpoint it to one day when you are making family visits.

8. Well you pinpointed it as Saturday, now, which plat?

A. Any Saturday we went down, we always talked about it.

9. You testified about one Saturday, didn't you?

A. No I didn't. I didn't testify about one Saturday; I am talking about Saturdays.

10. You say you went down on a Saturday on an occasion when your grandfather ~~xxxxxxx~~ ratified this agreement they had made?

A. That's right.

11. That happened on one Saturday, didn't it?

A. That's right.

12. Tell us about the previous Saturday and the Saturday that followed the ratification you are speaking of?

A. That is, has been over almost 10 years ago.

13. You were a young man then, weren't you?

A. I certainly was.

14. You do recall a plat you had with you?

A. I do.

15. Was it the rough plat or was it the final survey that the surveyor had made?

A. It was the rough plat and it was the final.

16. Therefore, you had two conferences, so when the rough plat came through, your grandfather says, "That's fine", when this finished plat came through, he was even more pleased than that?

A. That's right.

17. Is that your testimony?

A. That's right.

18. You heard your father's testimony this morning, did you not? You heard your father on the witness stand?

A. Yes.

19. Your father testified that your grandfather said, "Go ahead with the survey; if you make any changes, I will be pleased"; did you ever hear that statement?

COURT: I DON'T THINK THAT HE MADE THAT STATEMENT.

MR. BREGEL: I COPIED THAT DOWN WHEN MR. ROLAND TESTIFIED. HE SAID HIS FATHER SAID, " GO AHEAD WITH THE SURVEY, IF YOU MAKE ANY CHANGES I WILL BE PLEASED."

MR. EVANS: THAT IS WHEN THEY WENT DOWN; THE JEWARS WEREN'T THERE.

COURT: AS FAR AS HE WAS CONCERNED, THEY COULD PLAT IT UP ANYWAY THEY WANTED TO.

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DEFENDANT'S CASE

Leon Jaworsky, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bregel)

1. State your name and address.

A. Leon Jaworsky, 5623 Avenue.

2. What is your occupation?

A. Carpenter.

3. Mr. Jewar is not present in Court; what is his occupation?

A. Engineer on board a ship.

4. Is he out of the State?

A. He is out of the State; just now, South Africa.

5. Directing your attention, Mr. Jaworsky, to a deed that was made from your father to yourself back on December 29, 1927, filed in this case as Plaintiffs' Exhibit 1, did Mr. Young represent your father at that time?

A. No.

6. Who did?

A. Mr. Armstrong; Mr. Young was never over the house.

7. What was the reason for the execution of the deed?

A. What do you mean?

8. Why was the deed made?

A. Well, my brother was the one worried about his part; he was always tormenting the old man to have the deed made up.

9. Which brother?

A. Roland Jaworsky, my brother.

10. Were you living with your father at that time?

A. Yes I was.

11. When did you go to live with your father?

A. Oh, I lived there all my life.

12. Did your father continue to live with you until his death, you and your wife?

A. That's right; when I got married I went to my wife's house; I took him along with me; I got a wife and a house and I took him with me.

13. Did anyone else in the family contribute to your father's support other than yourself?

A. None but myself.

14. When did the first discussion take place relative to division of the land?

A. My brother, Roland Jaworsky, and his bunch was going down this shore, which my father give my brother-in-law permission to build down there, and he says, "This is going to be shore for everybody."

15. Is this what is called the Jewar's lot?

A. This is what is called the Jewar's lot.

16. It was the only house on the place at that time?

A. Yes, they couldn't get along with the rest of the crowd, so what they done, was come around my father and torment my father so much that my father got old and he couldn't stand it anymore. He says, "I went a certain kind of piece of land down there," and he give him all kinds of descriptions and different surveying and all like that, that he got sick and tired of and he said, "You go down and see what he is going to do."

17. He said that to whom?

A. He said it to me, to go down there and have it surveyed and see what he is going to do down there.

18. As a result of that conversation, did you go down there?

A. With Roland.

19. You went down as a result of that conversation?

A. Well when the surveyor was down there Roland and myself and the surveyor and his helper was the only ones down there, done the surveying.

20. You heard testimony about a meeting at which all the members of the family were there except your father, to work out some rough plan?

A. Yes, that's right.

21. Do you recall such a meeting?

A. Yes.

22. Were you there?

A. I was there.

23. Were all the people there who have been described?

A. No.

24. Who was there?

A. Just the sister, my brother-in-law, I and Roland; that is about all I think, and his wife might be there and that's all; there was no children there.

25. Before you went down, was there any discussion as to how the land should be divided?

A. No, wasn't no discussion; he had everything all on print, on this drawing that he was going to do the surveying.

26. Did you ever see that rough drawing before that?

A. Yes he was down the house; I guess he come around the house six months, tormenting the old man, showing him the different kind of things and that he was going to survey down there.

27. Prior to that time, had any members of the family discussed the subject of dividing up the land or not?

A. No.

28. At that meeting you had this same piece of paper which is in Court today, is that correct?

A. That's right.

29. Who participated in the measurements of the steel tape they were talking about; tell us what happened?

A. Well he came down tormenting my father so much.

30. Finish the tormenting; we are out on the land?

A. We didn't do no measuring down there; there was no measuring done, was no steel tape down there; all he done down there—

COURT: THEY DIDN'T HAVE ANY STEEL TAPE?

A. No, was no steel rule down there; he says I am going to put my line this way and one that way and cross the road, then the surveying the part of my sister's land and all like that, but when he done surveyed all this land--

32. At that first meeting, everyone was trying to indicate where they would like to have their piece of land?

A. Oh yes, they showed me where they wanted their piece of land.

33. Did Mr. Roland say where he would like to have his piece of land?

A. Yes he did.

34. Is that the location he has now or is it some other location?

A. No that is part of his location, Yes.

35. Was he offered any other suggestion as to dividing up the amount of ground he was to get or was it put to him "You got to take this or nothing." What was the discussion?

A. Well, like I say--

36. Who got the first choice, if any one did?

A. He got the first choice.

37. Where did he decide he wanted it?

A. He said he wanted that corner place down there.

38. Was there any other plan presented to him?

A. After my father told him to survey it over again the way he wanted it, I told him, I say, "You can have either side of this, either side you want, the waterfront."

39. Are you speaking of the Jewar property, either side?

A. Yes, either side of the Jewar Property.

40. I am showing you Plaintiffs' Ex. 4, that is the survey made by Mr. Carr, which indicates the lot of John H. Jewar and wife, is that the way it was at that time?

A. Yes, that was the location of it at that time.

41. There were no houses on either side?

A. No there was only one house, Mr. Jewar's, right there.

42. So when you say you offered him ground on either side of the Jewar house, you mean you offered him Lot No. 1 or Lot No. 3?

A. Yes, part of No. 3 or part of No. 1; no, the whole of No 3 and part of No. 1.

43. That runs how wide?

A. I can get 200 feet up in there.

44. What did he say he wanted?

A. He wanted the survey the way he wanted it.

45. Were you all in agreement that day when you met when the rough plan was made, did you all agree as to what each one would get, or not?

A. No, we couldn't agree because we left everything up to my father, just what he have to say.

46. Did you authorize the surveyor to prepare the drawing of that first blue print?

A. No I didn't see anyone.

47. Did you have an agreement as to who should pay for this survey?

A. No.

48. When was the first time you saw the completed survey?

COURT: WEREN'T YOU PRESENT WHEN MR. CARR MADE THE SURVEY?

A. I was.

COURT: YOU AGREED TO THAT, DIDN'T YOU?

A. No I didn't; it wasn't up to me, your Honor, it was up to my father.

COURT: YOU WERE PRESENT, WEREN'T YOU?

A. Yes.

COURT: ANYHOW, AS A RESULT OF THAT SURVEY WHEN YOU WERE PRESENT, MR. CARR MADE THAT PLAT, DIDN'T HE?

A. He made the plat, yes.

49. Was your father there?

A. No, my father wasn't there.

50. When was the first time he saw the survey Mr. Carr made?

A. I took him down a couple of days afterwards and showed him.

51. A couple of days after what?

A. After this was all surveyed.

52. You mean after he had seen the plat?

A. After he had seen the plat, and I showed him just what was what; he says, "No, I don't like it that way."

53. Your father said that?

A. He said, "I don't like it."

54. Who was present at that time; was anyone other than you and your father?

A. No, that's all, my father and I.

55. What did your father tell you to do?

A. He told me to go down there and have it surveyed over again and just have the waterfront by itself, put the road through there and give the rest of the land in the back somewhere to my sister.

56. Did your father go on the land with you?

A. Yes, he went on the land with me.

57. Who else was present at any of those meetings at which time your father described how he wanted it divided up?

A. My sister was there and my brother-in-law was there.

58. Is that Mrs. Jewar?

A. Mrs. Jewar; her daughter-in-law, she was there too, I think.

59. Was Roland there?

A. No, he wasn't there.

60. What was the relationship at that time between your brother, Roland, and your father; how were they getting along?

A. They weren't getting along at all; he started a fight down there one time and my father told him just what was what and he said if he wasn't so old he would beat him up.

61. Roland said that to your father?

A. Yes.

62. Was that about the time these plats were going back and forth?

A. Yes, that's right.

63. Do I understand your testimony that the second plat that was made was in accordance with your father's directions?

A. Yes, that's right.

64. Was that agreeable to you?

A. Yes, that was agreeable to me, just what he said.

65. Was it agreeable to your sister?

A. Yes it was agreeable to her.

66. Are you trying to get any advantage over your sister and brother, so far as the value of the land or the size of the land or the location is concerned?

A. No I ain't; it has only been made, so far, two or three deeds, I think; there is one to the Dewars direct and one to the Norrises.

COURT: THE DEED TO THE JEWARS INCLUDED PART OF THE LAND THAT ROLAND WANTED, DIDN'T IT?

A. Yes.

68. What is your plan as to the balance of the land; do you mean to keep it all for yourself; what do you plan to do?

A. I took two acres and put it up in lots; I am selling them lots.

69. Of the part you say is yours?

A. Yes, what I think is mine; just what my father says to keep.

70. When he told you what was supposed to be yours, was that acceptable to all your brothers and sisters, other than Roland?

A. That's right.

71. Who has been paying the taxes on this property?

A. I am paying the taxes on all the property.

72. Have you been paying taxes on Roland's house too?

A. For the last eight years.

73. I hand you here receipted tax bills of Anne Arundel County, for the years of 1951 back to 1945 and ask you if you paid those bills?

A. Yes.

74. Did anyone contribute toward their payment?

A. No.

MR. EVANS: WE OBJECT TO THAT WAY OF PRESENTING THE BILLS. WE WOULD LIKE TO KNOW WHAT THEY COVER.

MR. BREGEL: I HAVEN'T FINISHED YET. THE BILL FOR 1951 STATES, "REAL ESTATE ASSESSMENT, $5605.00" (OFF THE RECORD, I DON'T SEE ANYTHING ABOUT IMPROVEMENTS)

75. Are there separate bills issued by the County on the same tract of land, including improvements, that you know of?

A. I don't know what you mean.

76. Do the Jewars get a separate bill for their house?

A. Yes, they all get separate bills for their house.

COURT: THEN YOU HAVEN'T BEEN PAYING ON ROLAND'S HOUSE THEN?

A. I have, all but Roland's house.

COURT: YOU HAVEN'T BEEN PAYING ON ROLAND'S HOUSE THEN? YOU HAVEN'T PAID ROLAND'S TAXES, HAVE YOU?

A. Yes, that is all included, Roland's tax and my tax.

COURT: THERE APE NO SEPARATE TAXES?

A. No they was altogether in my name.

COURT: THOSE BILLS DON'T INCLUDE ANY HOUSES?

MR. BREGEL: HERE IT WHAT IT SAYS, YOUR HONOR. "SIX ACRES AND LOTS 1, 2, 3, 4, 5, 8, 9, 10, 11, POWHATAN BEACH AND IMPROVEMENTS.

COURT: WHAT IS THE TOTAL ASSESSMENT?

MR. BREGEL: THE TOTAL ASSESSMENT FOR 1951 IS $5605.00. IT CAN BE STIPULATED THAT WHATEVER THE TAXES ARE ON MR. ROLAND JAWORSKY'S HOUSE IS INCLUDED IN THIS BILL, CAN'T WE?

MR. EVANS: THOSE BILLS REPRESENT EVERYTHING EXCEPT THE JEWARS PROPERTY AND IT HAS TEN ACRES IN IT.

MR. BREGEL: CAN WE STIPULATE THAT MR. ROLAND JAWORSKY PAYS NO TAXES ON HIS HOUSE OR HIS GROUND, NOR HAS HE BEEN BILLED FOR ANY?

MR. EVANS: THAT'S CORRECT.

77. Have you paid all these bills?

A. Yes.

MR. EVANS: WE OBJECT UNLESS YOU CAN BREAK IT DOWN AND SHOW WHAT PART OF THAT, IF YOU WANT TO PROVE IT.

COURT: I DON'T THINK HE SHOULD SIT THERE AND SAY HE PAYS ROLAND'S TAXES WITHOUT SHOWING-- HE WHO COMES INTO EQUITY MUST DO EQUITY; THAT IS THE IDEA, THEN YOU HAVE GOT TO GIVE ME SOME FIGURES--

MR. BREGEL: OF COURSE, WE CAN'T BREAK IT DOWN. I WILL CHANGE MY QUESTION.

78. I hand you here receipted tax bills for the years 1951 back to 1945 inclusive, addressed to Leon Jaworsky, care of J. H. Jewer, Lots, 1, 2, 3, 4, 5, 8, 9, 10, Powhatan Beach and improvements, Gar - 7A, who paid them?

A. I paid them.

79. Have you ever received any contribution from your brother, Poland Jaworsky, for any tax bills that you paid?

A. No, I haven't received nothing from Roland.

80. Getting back to this survey when you received the completed blue prints from the surveyor, did I understand you to say you took it up with your father?

A. That's right.

81. Did he visit the premises?

A. Yes, he went down on the land; I took him down there and showed him what's what.

82. Did you show him the lot Roland said he was to get and the blue print he had made up?

A. That's right, I showed him all of it.

83. What, if anything, did he say?

A. He says he don't approve nothing like that; he says, "I don't like it." He liked the surveying he had done.

84. Did he show you or any of your brothers and sisters what he wanted done with the property?

A. Yes he did; he told me, he says, "You give each one of those waterfront lots, let them have either one or either side of Jewers and then give them the waterfront and then give them the rest in back there," he says, "I want you to have this piece of ground here", so after I surveyed that, by putting a 30 foot road up in there and he can get up that 30 foot road clean up to his house, and then runs over; he can get in there real easy.

COURT: THE PLAT SAYS A SIXTEEN FOOT ROAD.

A. No sir, it is a 30 foot road I put in there.

85. I am handing you here a plat, which is Plaintiffs' Exhibit 6, which was filed in this case with a certain pencil writing giving the names of various

members of the family, is that the survey that was made by Mr. Carr?

A. No, Mr. Hall.

86. Is that the one you say was made in conformity with your father's instructions?

A. That's right.

MR. BREGEL: WE OFFER THIS IN EVIDENCE. (MARKED DEFENDANTS EX. B)

MR. EVANS: HE IS TALKING ABOUT A COUNTY ROAD, YOUR HONOR.

COURT: IS THAT A COUNTY ROAD YOU ARE TALKING ABOUT THERE?

MR. BREGEL: I WILL SHOW YOU THIS PLAT WHICH WE HAVE BEEN SPEAKING ABOUT. MR. JAWORSKY WILL YOU INDICATE ON THE PLAT WHERE THE RIGHT-OF-WAY IS THAT YOU ARE TALKING ABOUT?

A. This is it, right here; it goes up the main road here from the County Road and shoots all the way up there.

MR. BREGEL: THE PLAT I HAVE IN MY HAND INDICATES THE 30 FOOT COUNTY ROAD.

COURT: YOU ARE INDICATING THE RIGHT-OF-WAY THAT SAYS ON THE PLAT 16 FEET.

A. No it is a 30 foot road because the surveyor says, "You better put a 30 foot road down there and the County might take care of it on the repairs in years to come."

COURT: YOU HAVE ONLY GOT 16 FEET ON THE MAP.

A. Well I can't help that.

87. Is it actually 30 feet wide on the ground?

A. Yes, 30 foot wide.

88. How long has it been 30 foot wide?

A. Since we laid that down.

89. You mean in 1942, you state now for the last ten years it has been a 30 foot road there?

A. That's right

90. Is there anything there that would keep Mr. Roland Jaworsky from using it; is it blocked off?

A. No block-off, nowhere.

91. Does he use it?

A. Sometimes he uses it; sometimes he cuts aright through the field and these people don't like him going through the field on account of they have lots in there.

92. You will note in lead pencil, Lot No. 3, says Roland H. Jaworsky; that is the lot he now occupies?

A. It has got a house on it.

93. The next is John Jewar; that is the one they occupy?

A. Yes.

94. May I call your attention to Lot No. 5 and Lot No. 4, Lot No. 5 is John H. Jewar and wife, has that lot ever been deeded to them?

A. Yes.

95. Lot No. 4 says Roland Jaworsky and wife, was that ever deeded to them?

A. No, it never was deeded to them.

96. Why?

A. Because they didn't want it; they told me to stick it somewhere, but he still built on it; right after that he went and built a house on it.

COURT: HE HASN'T GOT A HOUSE ON NO. 4?

A. No, not No. 4; I am talking about No. 3.

COURT: IN OTHER WORDS YOU DIDN'T GIVE A DEED FOR LOT. NO. 3, YOU DIDN'T GIVE A DEED FOR EITHER ONE?

A. They didn't get a deed for Lot No. 4; they didn't want it; they told me to stick it somewhere.

COURT: WERE YOU PREPARED TO GIVE IT TO HIM?

A. I told him it was already for him.

COURT: WHAT IS THE SITUATION TODAY?

A. Well he has went and built a house on it and is using it.

COURT: I AM TALKING ABOUT LOT NO. 4?

A. It is still laying there and I am paying taxes on it.

97. Was there ever any meeting at which your brother, Roland, was present the same time your father was present in which he indicated that this survey, the second survey, was the way he wanted it made out?

A. That who wanted it made out?

98. Your father?

A. No he didn't want it.

99. You misunderstand my question. Was there ever any meeting between you and the rest of the family at which your father was present in which he indicated that the second survey which you had made was the way he wanted it done?

A. Yes.

100. How many times did you have such a meeting?

A. There was no meetings at all.

101. Was there ever any conversation?

A. Just between him and I.

102. Was your sister, Mrs. Jewar, ever present?

A. No she wasn't present then.

103. Do you know whether or not she ever had any conversation with your father about this situation?

A. I guess she did.

MR. EVANS: WE OBJECT TO THAT, IT SHOULD BE STRICKEN OUT.

COURT: YES.

104. If she did, you weren't there?

A. No I wasn't there.

105. How about Mrs. Jewar, was she there while you had them?

A. No.

(Mr. Evans, Cross Examination)

1. Mr. Jaworsky, the first meeting on the property in the Fall of 1941, who was present at that meeting?

A. Nobody present then, but my brother, Roland, and his wife; that is about all that came down there and just set in front of the house and tormented the old man.

2. I am talking about the meeting on the property in the Fall of 1941?

A. When we first surveyed?

3. Yes?

A. Well my father wasn't there.

4. I am asking you who was there?

A. My sister was there, Mrs. Jewar.

5. Who else?

A. John Jewar.

6. Who else?

A. Leon Jaworsky and Roland and his wife.

7. That was all?

A. That was all of the children; there was no nephews or nieces, nobody else.

8. Was a division made at that time of the property, was it gone over?

A. No it wasn't gone over.

9. Was that plat which you saw filed this morning, the large white plat, Plaintiffs' Ex. 11, did you see this paper or a similar paper to this?

A. I seen so many papers he had drawed up; he changed so many things.

10. Did you see this one?

A. I seen something like that.

11. Where did you see it?

A. He showed it to me, not only one of them, a half a dozen he showed me.

12. I am talking about this particular one?

A. I don't remember whether I saw that one or not.

13. You just said you did see it, did you or didn't you?

A. I saw one like it, that's all.

14. It represented the division in the same manner?

A. No, it wasn't the same manner; they couldn't be the same manner; that line was over there, according to the way he had his line; he didn't get no waterfront at all.

15. Who didn't?

A. Roland didn't.

16. You mean Roland had divided the property up himself, so he didn't get any waterfront?

A. No, the way the lines he had--when the man showed the line across there he wouldn't get no waterfront at all.

17. Who wouldn't?

A. Roland wouldn't according to this line.

18. You mean Roland was cutting himself off from the water?

A. No, he wasn't cutting himself off from the water; he wanted to get some of the water but the way the line run when the surveyor put the line across there, he wasn't getting no water at all.

19. What surveyor was that?

A. That was Garr.

20. That was the time you were all down there in the Fall of 1941?

A. That's right.

21. At that time what took place at that meeting?

A. "All right," I said, who was ever down there--

22. Are you sure they were there?

A. Yes I am sure they were there; all he done was just show what he was going to do and that is all there was to it; it wasn't no steel tape line.

23. Did you walk through the property and look around?

A. No all we done was get out of the car and got in front of the property and he showed us just what we were going to do.

24. You didn't move away from the center of the property?

A. No, we didn't move away from there.

25. How long were you down there?

A. We was down there no more than about 15 minutes.

26. What time of day was it?

A. It was in the afternoon on Sunday.

27. You must have been there more than 15 minutes?

A. That is about all we was there.

COURT: IF I KNOW AS MUCH ABOUT IT AS I THINK I DO, YOU WERE THERE A WHOLE LOT LONGER THAN FIFTEEN MINUTES: THAT IS ONE THING I AM SURE ABOUT IN THIS CASE.

28. Did you have any discussion?

A. No we didn't have much discussion about it. All he said--he pointed the line out, just what he was going to do.

29. That's all, the rest of them agreed to it?

A. The rest of them couldn't agree to it; it was up to my father to agree to it.

30. Well the property was in your name?

A. Yes it was in my name but I left everything up to my father.

31. Well it was a declaration of a trust and you had a right to divide it?

A. I had a right to divide it, yes, but I couldn't go over my father's head; I didn't want to do that.

32. Would your father have had any objection if the children were satisfied the way it was divided?

A. What do you mean?

33. If the children, you and your brothers and sisters, if they were satisfied with the division, do you think your father would have objected?

A. That I don't know; everything I done, I was at my father's; I wasn't going to go over his head.

34. You said you didn't know whether he would object to it this way or not; did you ever present this plan to him?

A. Yes I presented that plan.

35. And he didn't object to it?

A. Sure, he objected to that plat, after I come down there and showed him.

36. When did you take him down there?

A. It was no more than a week after they were through surveying this.

37. Who was with you when you took him down?

A. My brother-in-law and sister was down there and myself.

38. When you took your father down?

A. Yes.

39. What took place down there at that meeting?

A. Well, I showed him just what he had surveyed and he looked things over and he says, "No that will never do, I got those cut up too bad around here, I don't want them to have it", he wants to give it all in one, he says, "I don't want him to have that because your sister has the piece of land in back there, and he has a piece alonside.

40. Hadn't your sister said she wanted it that way?

A. No my sister didn't have anything to say about it; it was up to my father.

41. On direct testimony, you said you had gone down there with your father a few weeks afterwards, was that the time when just the two of you went down?

A. No four or five of us went down there; it was Frances Jewar and John Jewar and myself and my father.

42. Four of you?

A. Five of us was down there--the four of us, that's right.

43. You don't remember seeing your three nephews?

A. No they wasn't down there.

44. The only meeting you were ever down at the property when all members were present was that the first meeting when Mr. Carr made the plat which was made up from Exhibit 11?

A. Yes.

45. Then you went down when Mr. Carr came up to survey the property, is that correct?

A. Yes.

46. Was that survey made in accordance with this plat?

A. I don't know.

47. You don't know?

COURT: NOW YOU WERE PRESENT WHEN MR. CARR MADE THAT SURVEY, WEREN'T YOU?

A. Yes.

COURT: DID YOU TELL MR. CARR NOT TO DIVIDE IT UP THAT WAY?

A. No, my brother was the one told him to divide it up that way.

COURT: YOU DIDN'T TELL HIM NOT TO DO IT, DID YOU?

A. No, I didn't say ~~thatx~~ anything.

COURT: WELL YOU LET MR. CARR GO AHEAD AND DO IT, DIDN'T YOU?

A. Yes, I let him go ahead and do it, but I left it up to my father to see if he was satisfied with it or not.

COURT: DON'T YOU THINK YOU OUGHT TO HAVE SAID SOMETHING OR OTHER ABOUT IT AT THE TIME WHEN YOU SAW YOUR BROTHER HAVE MR. CARR MAKE THE DIVISION?

A. No, my father was supposed to go down and see what he has got to survey there.

COURT: YOU WERE DOWN THERE ALL DAY LONG WITH MR. CARR?

A. Yes I was.

COURT: AND YOU NEVER PROTESTED OR SAID A WORD AGAINST HIM MAKING THAT SURVEY AND DIVIDING IT UP THAT WAY?

A. No.

48. The first meeting was in the Fall, October or November, was it not?

A. Yes, that's right, I think it was in the Fall of the year if I ain't mistaken.

49. You took your father down there a week or two weeks later and showed him; then when you went down with Mr. Carr to make this survey in January or February following, wasn't it?

A. Carr didn't survey it the second time.

50. I am talking about when the plat was put in final form, after this rough sketch was made, it was in January or February that the surveyor came up and actually surveyed the land in accordance with ~~xxxx~~ this sketch, is that correct?

A. That's right.

51. That is when you were present?

A. Yes.

52. And you say it was a week after you said your father said he didn't agree to that?

A. Yes, a week or two afterwards.

53. Then in spite of that, you let Mr. Carr go in there and make the survey in accordance with instructions against your father's wishes, is that it?

A. Well, he tormented my father so much, he says, "Go down and see what he is going to survey."

54. Well you already knew you had been there at the meeting with them?

A. Yes I had been there, but as I say, I ain't the one to do the suggesting.

55. Right after that plat was made you sold him some lumber and let him go ahead and build his house, didn't you?

A. Well they couldn't get along with the rest of the crowd on this shore like I said

56. I said after this plat was made you told your brother to go ahead and build his house?

A. I didn't tell him to build no house; I told him to build a shanty being he couldn't get along with the rest of the people.

57. You told him to go ahead and build?

A. I sold him the lumber to build it.

58. You sold him the lumber to build it?

A. Yes.

59. You saw the house going up, didn't you?

A. Yes.

60. You saw on which lot it was located, didn't you?

A. Yes, the one he picked out.

61. Did you raise any objection to it?

A. No I let him go ahead.

62. Why did you let him go ahead if you knew that was n't supposed to be his lot?

A. Well he wanted that lot.

63. Well if the property is in your name

A. I know it is in my name, but I leave it to my father.

64. What do you mean you leave it to your father?

A. His suggestion, the whoe thing belonged to my father.

65. But you ignored your father's suggestion, you said your father went down there in November, told you how he wanted it divided, then you went down in January and let Mr. Carr divide it up according to this plat?

A. I don't know just what month it was; it was a couple of weeks after this was surveyed and I took him down there and showed him just what was what.

66. You say you took him down after the meeting when you met down there in October or November and showed your father what division they had made?

A. After they went and surveyed that, yes.

67. There wasn't an actual survey; the survey wasn't made until three or four months after that.

A. The other survey you mean?

68. No, the final survey that was made from this sketch?

A. I don't know, I know it was two weeks after I come down there and showed him what's what, that is all I know, I don't know the month or anything else.

69. It was two or three weeks after you and all your brothers and sisters were down there and looked at the property, is that right?

A. Yes.

70. Then the survey was made two or three months later after you and your father had been there?

A. No, my father wasn't there at the first meeting.

71. You said two or three weeks afterwards?

COURT: YOU ARE JUST GETTING THINGS CONFUSED. I UNDERSTAND MR. ROLAND JAWORSKY WENT TO SEE MR. REVELL CARR IN THE FALL OF 1941. MR. CARR DIDN'T GET AROUND TO SURVEYING IT UNTIL JANUARY, 1942. HE DIDN'T GET AROUND TO MAKING HIS PLAT UNTIL THE SPRING OF 1942. I THINK THAT IS THE WAY IT WORKED OUT. THEN THE THING WENT OVER TO THE FALL WHEN MR. HALL'S PLAT SHOWED UP. HALL'S PLAT WAS DONE IN NOVEMBER 1942.

MR. EVANS: BUT THEY HAD GONE DOWN IN THE FALL OF 1941 TO MAKE THIS DIVISION AND AGREED TO IT.

COURT: CARR TOOK ABOUT SIX MONTHS.

MR. EVANS: WHAT I WAS TRYING TO POINT OUT, AFTER THEY HAD GONE ON THE PROPERTY AND AGREED ON IT, SEVERAL WEEKS LATER HE TOOK HIS FATHER DOWN THERE, AT LEAST HE TESTIFIED TO THAT. HIS FATHER OBJECTED TO THE DIVISION THAT THEY HAD MADE. THEN HE WENT DOWN A COUPLE OF MONTHS LATER WITH THE SURVEYOR AND LET THE SURVEYOR PROCEED AS TO THE ORIGINAL PLAT.

MR. BREGEL: WE UNDERSTAND ALL THAT.

72. Were there any other meetings where all of you children were present with your father?

A. Yes, it was a meeting down there when that whatyoumaycallem trustee was made up; the trustee that was made up over Roland Jaworsky's house; it was myself, Mr. Jewar, Mrs. Jewar, and Roland and his wife was present, and also Mr. Young was there; they made up trustee which the reason that was made up --

MR. EVANS: YOU MEAN THE DECLARATION OF TRUST?

A. I think they call it that.

73. That was long before the house was built, was it not?

A. Yes.

74. I was speaking of any meeting after the division of the property?

A. No, there was no meetings at all after the one when they first went down to look at the property when it was first surveyed.

75. You testified that you have paid all the taxes on the property; have you ever asked or requested your brother, Roland, to pay the taxes?

A. He never come around.

76. I didn't ask you that. I asked you if you ever requested your brother to pay his taxes?

A. No.

77. Those are mailed to you, aren't they?

A. They are mailed to me, yes.

78. You lived with your father; the property was originally conveyed to you in 1927; you were living with your father at that time?

A. That's right.

COURT: YOU ARE GETTING THE LANCASTER STREET HOUSE, AREN'T YOU?

A. Yes, I am getting that.

COURT: HOW MUCH MONEY DID YOU GET OUT OF THE BUILDING ASSOCIATION?

A. What was in there, I used that for funeral.

(Mr. Bregel)

1. What did you get out of the Building Association?

A. $500.00.

2. Did you have any money left over to put in your pocket after you paid the expenses?

A. No I had no money; I had to put some more to it if I am not mistaken.

3. The Lancaster Street house, that was in your name and your father's name?

A. No it was in my name.

4. In your name alone?

COURT: IT IS IN THE SAME DEED OF TRUST.

5. You have still got it and you haven't given anybody any part of it?

A. No.

6. You and your brother, Roland, were also in business up there, weren't you?

A. Yes,

7. Partners in a garage business?

A. Right.

(Mr. Evans, Cross Examination)

1. Mr. Jaworsky, when were you married?

A. I think I married around 1933, '32 or '33, I think it was.

2. This first deed of trust, the first declaration of trust; that was the one I think you are familiar with, where it was divided into five shares—

MR. BREGEL: WE MAY STIPULATE AS TO THAT. WE HAVE WASTED TWO HOURS ON THAT. TO MAKE SURE THAT NO WIVES GOT INTO THE PICTURE, EITHER HIS, WHICH WAS A NEW VENTURE FOR HIM, OR THE OLD MAN GETTING MARRIED AGAIN HE HAD THIS DECLARATION OF TRUST, IS THAT RIGHT?

COURT: I DON'T KNOW THAT IT MAKES ANY DIFFERENCE EXACTLY WHY THEY MADE THE DECLARATION OF TRUST. THE QUESTION IS THEY MADE IT AND THAT'S THE POINT.

3. The second delaration of trust—did you req uest your father to make that declaration?

A. No.

4. You didn't go to your father?

A. No I didn't go to him, no.

5. Asking him to cut you out of the 3/5's interest?

A. No, I have mentioned it to him; my brother is the one who got the lawyer, got him to do that; I was present.

6. Were you and your wife living together at that time in 1935?

A. Yes, the reason that was done for, was on account case I would die everything would go to my wife, and nothing go to my father, and I didn't want to see it that way.

7. Under that declaration your three-fifth's interest, who did it go to, under the second declaration to your brothers and sisters, not your father?

A. No, it is still in one's hands that I know of; it wasn't given to nobody.

MR. BREGEL: OBJECT TO THE QUESTION, THE PAPER SPEAKS FOR ITSELF. IT IS ALL THE SAME JUMBLE.

COURT: IT LOOKS TO ME LIKE THE SECOND DECLARATION OUGHT TO STAND IF ANY OF THEM STAND.

8. You requested your father to make that second declaration?

A. No I didn't either;

9. It was made to protect your father, you say?

A. Yes. I was satisfied with it on account of it was protection for—

COURT: IT WAS MADE TO PROTECT YOU FROM YOUR WIFE. ROLAND DIDN'T ASK TO HAVE YOU PROTECTED.

A. Well I wasn't the one suggested it, Judge; that's what I mean; my bfother was the one suggested it.

COURT: IT LOOKS LIKE TO ME ROLAND SPENT A LOT OF TIME PROTECTING YOUR INTEREST.

A. Well he always was, if you ask me; all he needed was his bed there.

(Mr. Bregel)

1. When you found out Roland wasn't getting any waterfront, what did you do to protect his interest?

A. Well Mr. Carr says, "It's a straight line; you won't get no waterfront,"so they went and shoot another line down close to the house to get some waterfront.

2. You wanted him to have waterfront, didn't you?

A. I wanted him to have waterfront, yes.

COURT: IF YOU ARE SO INTERESTED IN ROLAND, IF YOU WANTED TO HELP HIM OUT SO MUCH, WHY DON'T YOU GO AHEAD AND GIVE HIM DEED THE WAY HE WANTS IT?

A. Deed for who?

COURT: IF YOU ARE SO INTERESTED IN HELPING ROLAND OUT, WHY DON'T YOU GO AND GIVE HIM THE DEED FOR THAT LAND HE HAD SURVEYED OFF?

A. That was up to my father, like I said, I left everything up to my father; everything belonged to him.

COURT: ROLAND WAS PROTECTING YOU AND YOU ARE PROTECTING ROLAND. YOU WIND UP BY HAVING A LAW SUIT AND DUMPING IT ALL IN MY LAP.

(Mr. Bregel)

1. As I understand it, everyone is in agreement in this case; that is you and Mrs. Jewar, Norris are in agreement in this matter, but you can't get together with Mr. Roland, is that it?

A. That's right.

2. The means of getting into the property, isn't that where the greatest difficulty lies, the entrance into the property?

A. That's right.

3. Is there any question, strike it out; I understood you or your brother, Roland, testified, or both, that Roland wanted all his land in one piece?

A. That's right.

4. This other lot that I showed you further up to the West that had Roland's name on it, was it intended to give him that piece as well as the lot shown on the plat, where he has his house now, was that the idea of it, or was he to take his choice between the two?

A. No, he had choice to take it on either side of Mr. Jewar's house. There is Mr. Jewar's house here (indicating Lot No. 2); he had part of No. 1 here, but he didn't want that; he wants to get up in here; he wants this part here.

5. What I can't get in my mind; he has his name over here on Lot No. 4?

A. He surveyed this one.

6. Is he still to get Lot No. 4?

A. He still get No. 4 and he still gets the lot he is on now, No. 3.

7. So you are willing at this time, or any time to execute a deed for Lot No. 3 on which he has his house, together with a right-of-way, which the blue print show, 16 feet, which I think you said is actually 30 feet and also

You are willing to execute a deed for Lot No. 4?

A. Yes.

8. Are you willing to see that the entance right-of-way, which is shown as 16 feet wide, is made 30 feet wide?

A. That's right.

COURT: HOW ARE YOU GOING TO DO THAT: YOU HAVE ALREADY SOLD THE LAND, YOU DEEDED THE LAND AWAY.

A. Well I still can move the lots over; I got two more lots in back of that.

9. Can you, by any way that is possible, do it, legally, of course, arrange to acquire the necessary land to make that right-of-way 30 feet wide as it now exists?

A. Yes.

(Mr. Evans, Cross Ex.)

1. Did you say that right-of-way is 30 feet wide now?

A. 30 feet wide.

2. Whose land does it run over now?

A. That came off my part of the land.

COURT: OH NO, IT COULDN'T. THE RIGHT-OF-WAY GOES OVER YOUR LAND AND THEN GOES OVER JEWARS' LAND.

A. It is the same road.

(Mr. Bregel, Redirect)

1. It comes off you and Jewar?

A. No it don't come off of her; it all comes off of my land. You see there-that is the Jewars' lot; you see this 16 foot right-of-way; that's a 30 foot right-of-way going up there.

2. As I look at it, it goes across the rear of the Jewar lot?

A. Yeah, rear of Jewar lot.

3. Therefore the sixteen feet come off of the Jewar Lot?

A. No it don't come off Mrs. Jewar; Mrs. Jewar is right up in here and from Jewars it runs over here on his property and runs up in here; see, he has got a line all the way across there.

4. The western part of Lot No. 1, where I am indicating here, belongs to whom?

A. This belongs to me.

5. This part of Lot No. 2, I am indicating now, that belongs to Mrs. Jewar, therefore if the right of way runs across 1 and 2 it is actually on some part of the Jewar land and yours also isn't it?

A. That's right.

6. If it is necessary to acquire more land from Mrs. Jewar and it is necessary for you to give up more land yourself to make this 30 foot right-of-way you so indicate on the plat records or the land records, are you willing to see that it is done?

A. That's right; I can move them two lots over this way and still make the 30 foot road.

COURT: YOU HAVE THE FOUR ACRE LOT, NO. 1, DON'T YOU?

A. Yes.

COURT: YOU OWN 4.01 ACRES. WHY CAN'T YOU GIVE YOUR BROTHER, ROLAND, A PIECE OFF OF THAT AND LET HIM HAVE WHAT HE WANTS?

A. I can't because Mr. Jewar is on that property.

COURT: NO HE IS NOT EITHER. I DON'T SEE ANY REASON WHY YOU COULDN'T DO THAT. I DON'T SEE WHERE IT WOULD HURT YOU MUCH.

7. His Honor's question was, who owns this easternmost part; this part west of the 16 foot right-of-way?

A. I own that.

8. The Judge's question is, if you make this 30 feet wide and take the ~~two~~ piece off of there, you said you could move your lots over and you wouldn't care?

A. That's right. All I got to do is move these lots over and make it 30 feet wide.

****

Frances M. Jewar, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bregel)

1. Your full name?

A. Frances M. Jewar.

2. Your address?

A. 5623 Anthony Avenue, Baltimore, Md.

3. You are one of the defendants in this case and daughter of Ludwig Jaworsky, are you not?

A. Yes.

4. When can you recall was the first time there was any discussion with any of your brothers or your father about dividing up this property?

A. The first discussion, it was about when my brother came down the house and told my father—

5. Which brother?

A. Roland Jaworsky; he came down and he says to my father, he says, "I am going to survey the land."

6. When was that?

A. That was sometime like in the Fall, I think.

7. What year?

A. That I don't know.

8. Prior to that time, were there any houses on the land at all?

A. There was just one house on the land; that was our shore that my husband built.

MR. EVANS: I THINK YOU SHOULD TIE THE TIME DOWN A LITTLE BIT.

A. I just don't know; it was sometime in the Fall of the year; I couldn't say what month it was; I know it was cold.

9. There was only one house there you say?

A. There was only one house there.

10. Who was using it?

A. Well we had the house for shore.

11. All of you brothers and sisters?

A. First Roland and his wife and I used to bring my father down every Sunday; that's Ludwig Jaworsky; we used to bring him down every Sunday and we used to enjoy ourselves.

12. In those days, how did you all get along?

A. We got along nice for awhile, only Roland Jaworsky started to get a little jealous because my husband built this house and he got a little jealous; he says we was taking everything over; well it wasn't surveyed; nobody had anything just then.

13. Everyone was happy then?

A. Yes my father gave ~~us~~ that suggestion and said "You can go out there and build a little shanty and you can go out there in the summer time and have a nice little time."

14. In other words he was trying to settle an argument instead of start one?

A. That's right; that's what he did.

15. Was there any discussion between you and Leon and the rest of your family about how it was to be divided up?

A. Well my father said--he was sick at that time—and Roland Jaworsky came down the house and he kept on pestering my father to survey the ground; my father says, "Listen, I am not ready to survey no ground just yet," he says, "Because, he says, "I am sick"; he says, "Now, if you want it surveyed, you go ahead and survey, but you doing it on your own, because I am not paying you off or the Jewars because we are not satisfied."

16. Paying him off for what?

A. Paying him off if he would survey the ground.

17. You mean the cost of the survey?

A. The costs of survey, they wouldn't pay them; we wouldn't pay them; so then my father says, "Well, when I get well, I go down there and I'll talk things over." Well Roland Jaworsky was so determined, he really wanted his way; so he goes down and surveys.

18. You heard it testified about this meeting and you all were there and paced off the land?

A. No sir; wasn't nobody there when that was done; nobody was there.

COURT: WAS THERE EVER ANY STEEL TAPE?

A. No sir, Judge, Your Honor, no steel tape. When he came down to survey the land the first time, we came down, I believe, was my brother, Roland Jaworsky, I ain't so sure now.

19. Do you remember what day of the week it was?

A. This was really wintertime because it was so bitter cold that I did not get out of the car; I stayed in the car; I couldn't stand the air outside; I couldn't stand the shore because it was bitter cold.

20. That was on Sunday afternoon?

A. That was on Sunday afternoon.

21. Who got out of the car and who walked around the grounds?

A. That was Roland Jaworsky got out of the car, walked around, and his wife.

22. How about Leon, was he there?

A. No Leon wasn't there that time.

23. He wasn't even there?

A. No he wasn't there.

24. Was anybody else there?

A. John Jewar was there.

25. Did he show you any kind of a plat or diagram he had made out?

A. After he surveyed this ground--

26. Wait a minute; we are still on this Sunday afternoon; was there any plat at that time that you saw?

A. I didn't see no plat; you see the ground wasn't surveyed just then.

27. Did you have any other meetings between the family as to how the lots should be divided?

A. Then he had it surveyed, so finally after he had it surveyed, we didn't know anything about it, so he bring the surveying papers to my father.

28. Leon knew something about it, didn't he?

A. Yeah, he knew something about it.

29. When did you first discuss with your father, Ludwig, and any other members of your family about the survey that Roland had made, as to whether or not it suited the old man, or suited you, or suited any of you?

A. Well then, after he come told my father that, my father says, "Well I will go down there some Sunday, " he says, "when John Jewar will take me down there," he says, "then we will go down there and I'll look the place over to see how it was surveyed."

30. Did he go down?

A. Yes sir.

31. When he went down, who was present?

A. I think it was Leon Jaworsky and Ludwig Jaworsky and John Jewar and myself

32. Was Roland there?

A. No Roland wan't there that time; my father was looking around as we was

3 there; he says well look where the stakes was; at that time, my father says, "Oh no, he can't have it like that," he says, "Just think that he is gonna have what he wants and my boy supported me all them years and you

come down the house and do all the dirty work for me and wash me for 20 years", he says,"And your brother, Roland Jaworsky, should go down and take his pick, what he wants", he says, "I can't see that done", he says, "I worked so hard for my money," he says, "I can't have it that way, "he says, "I am gonna give, have it surveyed just the way I want it." So then Leon Jaworsky had it surveyed it, the way he wanted it, my father wanted it.

33. You say he had it surveyed; did you take any part in it; how was it done; did the surveyor come out; did your father go down?

A. Yes, the surveyor come down and my father didn't feel real good either, and the surveyor was going all around the field and he says to my father, he says, "I know you old, but take it easy" he says, "You show me how deep this goes and everything will be all right", he says, and then he says, "I'll lead you to the place again."

34. Do I understand you to say your father actually went around with the surveyor to point out the markings and the size of the lots?

A. Yes, that's what he did. Then after we had it surveyed the way Lidwig Jaworsky wanted it; I don't know how many weeks this was back; the stakes was all in there; Roland Jaworsky came down and pulled all the stakes out; that's where the marks was.

35. All the stakes that Ludwig had put in?

A. Yes, then he, Roland Jaworsky came down and took all the stakes out; so then after he took them stakes out, we had a kind of—so then Lou Jaworsky tells Roland Jaworsky about it, and that's how the argument came about. So he says to my father--

36. That was between the father and son?

A. He says to my father, he says, "If you was a younger man", he says, "I really would beat you," he says.

37. Were you there when this was going on?

A. I was there when that was going on, yes sir.

38. That wasn't the time at the Police Station, was it?

A. Yes sir, that was at that time; my father had,

39. Mr. Jaworsky had Roland Jaworsky arrested?

A. Yes for pulling the stakes out, so after he had him arrested for pulling the stakes out, then is when they had—

COURT: MR. JAWORSKY HAD ROLAND JAWORSKY ARRESTED AT THAT TIME?

A. Yes, so then after he had him arrested, then they had a case over it, and they told Roland Jaworsky the stakes is going back in there and if Roland Jaworsky takes them stakes out, he is gonna go to jail.

40. Was Roland offered any choice of lots or locations other than what he actually picked out?

A. Yes, Leon Jaworsky says to him--

MR. EVANS: SHE HAS TESTIFIED TO WHAT EVERYBODY SAID. I HAVEN'T OBJECTED BECAUSE I WANT TO HEAR THE STORY. SHE QUOTES EVERYBODY THAT'S IN THE FAMILY.

41. Were you present at this conversation that you are about to testify about?

A. Yes sir.

42. What was it about?

A. I recall it now.

43. Was Roland offered a choice of locations or was he to take this one thing?

A. No he had his coice?

44. Of what?

A. Lou Jaworsky said to me, says "You can go down close to the road", or you can take where you are at now; you can take either one", that is what Leon Jaworsky said.

(Mr. Evans, Cross Examination)

1. Where was that said?

A. That was said right down on the shore, it was.

COURT: ARE YOU SURE THAT WAS SAID?

A. Yes sir.

COURT: LEON TOLD HIM WHAT?

A. He says, "You can take any choice you want, go close to the road, or you can pick a part where he is now".

COURT: THAT IS TWO PIECES ALL IN ONE, IS THAT RIGHT?

A. He meant the front part; he didn't mean where he is now; he said he could take his choice, either one; he could go closer to the road or he could take just where he is at.

(Mr. Bregel)

1. Who was present at that meeting besides Leon and yourself and Roland; was Ludwig there?

A. Oh yes, Ludwig was there.

COURT: WAS THIS AFTER THE CARR SURVEY OR BEFORE?

A. After Carr surveyed.

COURT: WAS IT BEFORE THE HALL SURVEY?

A. After the Hall survey, Ludwig Jaworsky didn't want it that way.

(Mr. Evans, Cross Ex.)

1. Was this after Mr. Jaworsky's house was built?

A. Mr. Jaworsky's house wasn't built there at that time.

COURT: ALL THE OTHER WITNESSES TESTIFIED ASFAR AS CARR'S SURVEY WAS MADE ROLAND NEVER HAD ANY, AT LEAST ALL YOUR WITNESSES DID, ROLAND NEVER HAD ANY FURTHER TALKS WITH LEON, WITH MRS. JEWAR OR THE FATHER. WHENEVER THEY HAD A TALK IT WAS LUDWIG, LEON AND MRS. JEWAR. ALL I KNOW IS EVERYBODY ELSE SAID ROLAND WASN'T THERE.

A. Oh yes, Roland was always down my father's; he was always around my father pestering my father for what he wanted and my father says, "Well, your brother's going to give you whatever you want." He said, "Either closer to the road or where you home now is", that's what my father said.

COURT: YOUR FATHER SAID YOUR BROTHER WAS GOING TO GIVE YOU WHATEVER YOU WANT?

A. Yes, and he decided to take the waterfront. Roland Jaworsky decided to take the waterfront and naturally he—

(Mr. Bregel)

1. Is that what he said he wanted?

A. That's what he wanted because he took it.

2. Is that what he got?

A. He says, "I am gonna build my home just where my mother had a shanty there; that's where I am gonna build my home," and so he did.

3. It is your testimony that he refused a deed for it exactly what he wanted, is that correct?

A. That's right.

4. There has been some testimony about a 16 foot right-of-way, if it is increased to 30 feet in width, will that affect your property in any way?

A. No it don't effect my property in no way, no.

5. If it should affect it in any way, are you willing to do whatever is neces-

sary so that the right of way is made 30 feet wide?

A. I am; I sure am; the road is 30 feet wide.

6. You receive separate tax bills for your property, do you?

A. Yes I do.

7. Do you have them with you?

A. No I don't.

8. Does it cover both the land and the improvements on it; in other words you get a bill for the ground and the house on your lot?

A. Yes I have.

9. Do you pay that or does your brother pay it; who pays it?

A. My brother pays it and then I pay my brother; I pay him; he puts everything in one envelope when he puts the bills there.

(Mr. Evans, Cross Ex.)

1. You testified there is a thirty foot road there now; will you look at this plat, which is Exhibit 6—

A. It's no use of me looking at no plat, because I don't understand the plat, see; the road is 16 feet wide.

2. It is 16 feet wide?

A. Yes it is 16 feet wide; I mean—

3. You just said it was 30 feet?

A. I mean 30 feet wide.

4. The road leading over your property to the—

A. You can go around our property or you can go around Roland Jaworsky's property.

5. What do you mean go around it?

A. Well as you take that road, then we turn in right, to the right and Roland Jaworsky, he turns a little farther up.

6. He goes straight ahead, doesn't he?

A. Well yes.

7. When he gets beyond your property is there enough room for him to turn his car around?

A. He's got plenty of room there.

8. How much room would you say?

A. I don't know how much he's got; he's got plenty room there; all he has to have is have it cleared out ~~[illegible]~~ the way he has got it

there all piled up with stuff to make it look like a real little place.

9. It makes it look like a real little place?

A. Yes, it makes it look like that because it is nothing there but a pile of dirt.

10. Do you remember when your brother Roland built his house?

A. Oh he built the house right after my father died.

11 When did your father die?

A. My father is dead now six years, September.

12. Mr. Jaworsky didn't start building his house until 1946?

A. Well I don't recall that no more; I kind of really forgotten about whether he had

13. You remember all these other things?

A. I just don't remember whether he had that house built when my father was living or whether he had it started when my father passed away.

14. You go down on the Jewar property all the time?

A. Yes I do.

15. You go down on the Jewar property all the time and you don't remember?

A. No I don't.

16. You remember all these conversations and all that?

A. Oh I remember all that; I remember what my father said because he owned the property.

17. Did you hear Mr. Roland Jaworsky and also your brother, Leon, testify that house was built back in 1942, was started in 1942?

A. I just don't know it was built, when it was started, I couldn't say.

****

Marie Jewar, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bregel)

1. Your full name?

A. Marie Jewar.

2. You are the wife of whom?

A. James W. Jewar.

3. Is he present in Court today?

A. No.

4. What is his occupation?

A. He is a maintenance man.

5. Where?

A. Globe Brewery.

6. Will you please tell us your earliest recollection of any conversation that took place between any of the parties in this suit and Ludwig Jaworsky with regard to a division of this property?

A. Well the first I can remember —I can remember when Roland Jaworsky was there and his wife, Margaret, and Leon and Mrs. Frances Jewar and myself and my husband was there also, and Roland Jaworsky, he had choice; he could build where he was there on the front.

7. When did it take place and where?

A. We are just talking about the choice; I am trying to say he did have choice.

COURT: WHEN WAS THAT?

A. I will say it was about 1940; it was before he ever had a house; it was only a shore there; it was only a one-room shore.

8. That was the Jewar residence?

A. That was the Jewar residence; he had his choice.

9. Where did this conversation take place?

A. It took place right outside the shore.

10. Summertime, wintertime, spring or fall?

A. It was about the end of Summer.

11. Who was there?

A. Mrs. Jewar was there; Mr. Jewar was there; Leon Jaworsky was there; Roland Jaworsky and his wife and all the children, mostly family; I can't remember whether Ludwig was there or not.

12. What was the conversation?

A. There was a dispute because he wanted to build and he didn't know where to build; he said he could have his choice; he couldn't have right here.

13. Who was that, Roland?

A. Roland, he couldn't build here because the Jewar house was right sitting here, so he either had to take this part which was waterfront and part of the road too, or he could have taken way down the hill where it's marshy;

so he said no, he wants the waterfront; he wants where he wants it, but the point was he wanted to take like this was the shore here instead of giving this house room he come right to the edge of the house; that wasn't fair either; after all the house was there; if he had of given us a little room, then it wouldn't have been any argument.

14. Did he make any decision at that time as to what he wanted?

A. He said he wanted what he's got right now; he wanted closer to the house that is the shore.

COURT: HE WANTED CLOSER TO WHAT?

A. The house, shore, that was sitting right here; it is all on the water; the shore is on the water, and Roland, the part he wanted was on the water too and over here is all facing the water; he could have had this part here, or this part; he could have had the part this was on; the Jewars already had their house there, but when he had it surveyed, he didn't have it surveyed the way the grandfather wanted it because he came too close to the shore house and he said that wasn't right; he said he wanted down the hill, so then he got down the hill and then he wasn't satisfied; that's what I can remember.

15. Was there any discussion about whether he would get his ground in one piece or two pieces?

A. No, it wasn't; nobody should have gotten it in one piece.

16. Was there any talk about it?

A. Yes there was talk about it, and it was the grandfather, which is Ludwig Jaworsky, he said Frances should get hers in two pieces because you couldn't cut the water, each and everyone have part of the water and each and everyone have part of the shore, the land; for which to make it right would give everybody two pieces, where Roland wants his all in one piece and he wants to come off the road into his place which has got the water-front, but you couldn't do that, give him one piece where the other ones had to take theirs in two pieces.

17. As a result of that conversation at which time everyone was present except Ludwig--

A. I can't tell you whether Ludwig was there or not, but that was his wishes.

18. Was this conversation you are speaking of before or after this meeting that was testified everybody was walking around with a steel tape, figuring

out where they wanted to be; was that before that meeting or after?

A. Before.

19. Were you present at any time when they all took steel tapes?

A. No.

20. You don't know anything about that?

A. No.

21. Were you present at any subsequent conversations between any members of your family and Ludwig about the new plat that has been drawn up after any directions that your grandfather had given?

A. Well he didn't like the way Roland had it drawed up; I was there and heard him say that; he did not like it.

22. Where was he when he said that; who was present?

A. Mrs. Jewar was present and Mr. Jewar and my husband and myself and I think Lou was there too.

23. Was Roland there?

A. No, he said he didn't care for it that way, the way Roland had drawed it up to suit himself in other words.

24. Do you know whether or not your grandfather ever told Roland he didn't like what he had done?

A. Sure he told him.

25. Were you ever present?

A. No, but I know that

COURT: YOU CAN'T TESTIFY WHAT SOMEBODY TOLD YOU. LET'S NOT GET INTO THAT.

MR. EVANS: I MOVE TO STRIKE IT OUT.

26. Were you present at any time when the second survey was being made, about which Mrs. Jewar testified?

A. No.

27. Were you present at any time when the second survey was completed and presented to your grandfather?

A. No.

28. Were you present at any conversation at which the second survey which was the final survey, dividing up the lots, was discussed between any members of the family?

A. Yes I heard--

29. You can't tell what you heard; were you present?

A. No.

30. Is there anything else you can tell us, any enlightenment on this situation?

A. No, I don't think so, outside of his arguing; he could have had his choice on the other side from where he is at now.

(Mr. Evans, Cross Examination)

1. Mrs. Jewar, how long have you been married?

A. Going on 17 years.

2. At this meeting you are speaking of at the end of the Summer or early Fall when everyone was present except Mr. Ludwig, on direct testimony you testified that Mr. Roland Jaworsky was given his choice; his wife was there and he was there; who said he could have his choice?

A. I think the grandfather must have been there; they must have all been there.

COURT: YOU JUST THINK THEY MUST HAVE BEEN THERE. HE HAS ASKED YOU TWO OR THREE TIMES, WHO GAVE ROLAND THE CHOICE?

A. I think Lou.

COURT: YOU THINK LOU?

A. No I know Lou was there, but I can't remember--

COURT: JUST WHAT DID LOU SAY WHEN HE GAVE HIM THE CHOICE?

A. He said he could take on either side of the house; it didn't make any difference to him.

COURT: WAS IT LOU'S DOINGS OR LUDWIG'S DOINGS?

A. Well to my knowledge, Ludwig was doing; everything was in his father's wishes.

COURT: LEON WAS, YOU MEAN?

A. Lou, Leon.

COURT: WHEN YOU SAY HE GAVE HIM HIS CHOICE, CHOICE OF WHAT?

A. Choice on either side of the shore; where the shore was sitting he could have had the part he has got now or he could have had this part; he could have had either part; that what's I remember of the case; I was there.

COURT: EITHER SIDE OF THE JEWAR LOT?

A. Either side and it was a right big lot.

COURT: HOW MUCH WAS HE TO HAVE ON THE ROAD?

A. I don't know exactly.

COURT: YOU JUST DON'T KNOW ANYTHING, DO YOU?

A. I know he could have had his choice.

COURT: CHOICE OF WHAT? HOW MANY FEET WAS HE TO GET ON THE ROAD?

A. Oh I don't know how many feet he was supposed to get; I know he was supposed to get
one part.

****

Mary Norris, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Bregel)

1. Your name and address?

A. Mary Norris, 6734 Maple Hill Road.

2. You are one of the defendants in this cause?

A. Yes I am.

COURT: YOU ARE A DAUGHTER OF MRS. JEWAR, IS THAT RIGHT?

A. Yes I am.

COURT: LUDWIG WAS YOUR GRANDFATHER?

A. That's right.

3. Will you state whether or not your were present at any conversation or discussion involving division of your grandfather's property?

A. I was never there when they were surveying, but I was down my grandfather's when there was lots of arguments, due to Roland Jaworsky and Ludwig Jaworsky.

4. Will you tell us when you were present at any discussion, what it was and where it took place; when they were talking about the division of the land?

A. I was never there when it was surveyed.

5. Were you ever there when they were talking among themselves as to who was to get which location?

A. I always heard my grandfather say he could have his choice on one side or the other side and what he has, he wanted.

6. One side or the other side, you are referring to your property?

A. That's right, to Mrs. Jewar's property.

7. Is there anything else you can tell us?

A. My uncle, Leon Jaworsky, needed money and I bought a piece of property from him.

MR. EVANS: WE OBJECT TO THAT.

MR. BREGEL: SHE HAS A DEED TO HER PROPERTY.

COURT: I DOUBT THAT SHE HAS A GOOD TITLE.

A. I bought this property from my uncle Leon, which my Uncle Roland uses for a road instead of using the 30 foot road which is beside my property, he goes over my property which we have been in Court with that before and that is the instance where the big pipe was in the ground and my father put it in there because I told him to, no trespassing, but when we went to Court, this boy had taken it out; I stood right across the street and watched two sons yank it out of the ground.

8. We discussed the 16 foot right-of-way; how wide is it actually in there physically?

A. It is a 30 foot road and it is right beside my property, which he doesn't use.

COURT: IF YOU ARE GOING TO GIVE HIM A THIRTY FOOT ROAD, WHY DON'T YOU PUT IT ON THE MAP?

MR. BREGEL: SHE DIDN'T HAVING ANYTHING TO DO WITH DRAWING UP THAT MAP.

COURT: I KNOW SHE DIDN'T HAVE ANYTHING TO DO WITH IT, BUT YOU KEEPS TALKING ABOUT A THIRTY FOOR ROAD, AND YET THEY PUT IT ON THE MAP SIXTEEN FEET, AND SELL LOTS IN REFERENCE TO IT.

9. I understand you to say it is 30 feet wide on the ground?

A. That's right.

10. Are you satisfied to have it remain 30 feet wide?

A. No, I want him to keep off my property; that's no road, that's my ground; he uses my ground for a road.

(Mr. Evans, Cross Examination)

1. Mrs. Norris, you testified as far as Leon was trying to carry out the wishes of Ludwig, is that correct?

A. That's right, my grandfather.

2. You understand the wishes of your grandfather that Roland should have his choice?

A. Yes he said, "Give him what he wants on either side of the Jewar lot; let

him take the right or the left of the Jewar property and he did, but he wanted it in one, not in two.

3. What do you mean?

COURT: ROLAND WANTED IT ALL IN ONE PIECE, NOT IN TWO PIECES, THAT'S WHAT SHE MEANS.

4. I hand you Plaintiffs' Ex. 3, will you look at this paper; that is a Declaration of Trust which was executed on the 30th day of April 1935 by Ludwig Jaworsky; there are two witnesses to that, Walter Lutz and Robert L. Norris; can you identify the signature of Robert L. Norris?

A. Yes, that's my husband's signature.

****

LIBER 79 PAGE 134 # MANDATE EQUITY - 9265

Court of Appeals of Maryland

.....No. 94....., OCTOBER TERM, 19.....52

Leon J. Jaworski et al

vs.

Roland H. Jaworski et ux

Appeal from the Circuit Court for Anne Arundel Co.
Filed: Oct. 27, 1952
Mar. 13, 1953, Decree affirmed, with costs.
Opinion filed. Op. Hammond, J.

mtd April 14 1953

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

Clerk's Cost	$ 10.00		
Brief	$ 378.88		
Appearance Fee . . .	$ 10.00		
. . . . .	$	$398.88	

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

Brief	$ 143.54		
Appearance Fee . . .	$ 10.00		
. . . . .	$	153.54	$552.42

STATE OF MARYLAND, Sct:

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

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this thirteenth *day of* April *A. D. 19* 53

Clerk of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND EQUITY NO. 12316.

SAMUEL M. IVREY
Annapolis, Maryland.

vs.

JONAH BOYLE, [redacted]
Edgewater, Maryland.

And all persons having or claiming to have any interest in the property known as Part of Lots 2611, 2612, 2613, as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

[redacted]. And

WARREN SMADBECK AND DEVEREAUX SMADBECK, his wife
347 Eleventh Street, S.E.
Washington, D.C.

And all persons having or claiming to have an interest in the property known as Lot 3554 as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

[redacted]. And

J. E. MARTIN
516 "H" Street, N.E.
Washington, D.C.

And all persons having or claiming to have any interest in the property known as Lot 114 as shown on the Plat of North Selby, First Election District of Anne Arundel County, Maryland.

[redacted]. And

EUNICE G. ROBINSON
220 Hamilton Street, N.W. Apt. 211
Washington, D.C.

And all persons having or claiming to have any interest in the property known as Lot 12, in Block D-A, Plat 5 as shown on the Plat of South Haven in the Second Election District of Anne Arundel County, Maryland.

[redacted]. And

MILDRED H. CAMPBELL
6315 Connecticut Avenue
Chevy Chase, Maryland.

And all persons having or claiming to have any interest in the property known as Lots 7, 8, 9, 10 in Block 219 Section H as shown on the Plat of Palisades on the Severn in the Second Election District of Anne Arundel County, Maryland.

Filed 10 Sept 1951.

-. And

MARY T. CORNISH, [redacted]
Glen Burnie, Maryland.

And all persons having or claiming to have any interest in the property known as 9.08 acres at Marley in the Third Election District of Anne Arundel County, Maryland.

-. And

LIZZIE & CHARLES HARRISON
R.F.D. Annapolis, Maryland.

And all persons having or claiming to have any interest in the property known as 3 acre lot and improvements situated at Skidmore in the Third Election District of Anne Arundel County, Maryland.

-. And

NATHAN & EVERETT THURN SILVER
908 Tenth Street, N.W.
Washington D.C.

And any person having or claiming to have any interest in the property known as Lots 1, 2, 3, 4, 9 in Block 25, Section A as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your ORATOR, Complaining says:

1. That on the 10th day of October, 1949, the certificates of tax sale attached hereto were issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, to Samuel M. Ivrey, purchaser of the hereinafter described properties. Said certificates of Tax Sale, Nos. 1351, 1352, 1353, 1356, 1357, 1362, 1363 and 1367 are prayed to be taken as part hereof.

2. The properties mentioned in said certificates of sale are described as follows:

1. Part of Lots 2611, 2612, 2613, as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

2. Lot 3554 as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

3. Lot 114 as shown on the Plat of North Selby, First Election District of Anne Arundel County, Maryland.

4. Lot 12 in Block D-A, Plat 5 as shown on the Plat of South Haven in the Second Election District of Anne Arundel County, Maryland.

5. Lots 7, 8, 9, 10 in Block 219 Section H as shown on the Plat of Palisades on the Severn in the Second Election District of Anne Arundel County, Maryland.

6. 9.08 acres at Marley in the Third Election District of Anne Arundel County, Maryland.

7. 3 acre lot and improvements situated at Skidmore in the Third Election District of Anne Arundel County, Maryland.

8. Lots 1, 2, 3, 4, 9 in Block 25, Section A as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland.

The said properties are identically the same as described in the Collector's Certificates to Samuel M. Ivrey, dated 10th day of October 1949.

No. 1. The property known as Part of Lots 2611, 2612, 2613, as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland, and is assessed to Jonah Boyle,

No. 2. The property known as Lot 3554 as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland, and is assessed to Warren Smadbeck and Devereaux Smadbeck, his wife.

No. 3. The property known as Lot 114 as shown on the Plat of North Selby, First Election District of Anne Arundel County, Maryland and is assessed to J. E. Martin.

No. 4. The property known as Lot 12 in Block D-A, Plat 5 as shown on the Plat of South Haven in the Second Election District of Anne Arundel County, Maryland, and is assessed to Eunice G. Robinson.

No. 5. The property known as Lots 7, 8, 9, 10 in Block 219 Section H as shown on the Plat of Palisades on the Severn in the Second Election District of Anne Arundel County, Maryland, and is assessed to Mildred H. Campbell.

No. 6. The property known as 9.08 acres at Marley in the Third Election District of Anne Arundel County, Maryland, and is assessed to Mary T. Cornish, et al.

No. 7. The property known as 3 acre lot and improvements situated at Skidmore in the Third Election District of Anne Arundel County, Maryland, and is assessed to Lizzie and Charles Harrison.

No. 8. The property known as Lots 1, 2, 3, 4, 9 in Block 25, Section A as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland, and is assessed to Nathan and Everett Thurn Silver.

Said properties have not been redeemed by any of the parties in interest although more than one (1) year from the date of said sale has expired.

3. The Plaintiff prays for process directed to the following defendants: Jonah Boyle, Edgewster, Msrylsnd; Warren Smadbeck, 347 Eleventh Street, S.E. Wsshington, D.C.; J. E. Msrtin, 516 "H" Street, N.E. Wsshington, D.C.; Eunice G. Robinson, 220 Hsmilton Street, Apt. 211, N.W. Wsshington, D.C. Mildred H. Campbell, 6315 Connecticut Avenue, Chevy Chase, Msryland; Msry T. Cornish, Glen Burnie, Marylsnd; Lizzie snd Charles Hsrrison, RFD Annapolis, Maryland; snd Nathan snd Everett Thurn Silver, 908 Tenth Street, N.W. Wsshington, D.C. and Deveresux, his wife

4. The Plaintiff prays for an Order of Publication directed to all psrties in interest in the properties.

5. Attsched Exhibits "A", "B", "C", "D", "E", "F", "G", snd "H" sre the sforessid certificstes of ssle.

6. To redeem the properties, it is necesssry for the defendants to psy all taxes, interest, and penalties sccrued as the result of ssid ssles snd any reimbursement due the Plaintiff under Section 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

7. The Plaintiff prays this Court to pass s final decree foreclosing the rights of redemption of the defendsnts in snd to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey

4

1351 A

LIBER 79 PAGE 139

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949 I sold to Sam Ivery — at public auction for the sum of 10.00 Dollars and — Cents, of which 7.28 Dollars has been paid as a deposit on the property in 1st Dist described as 1-10976 Part of Lots 2611-2612-2613 as shown on plat of Woodland Bch assess 45 00

and assessed to Jonah Boyle et al

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 10 Sept. 1951

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 10 1949 day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. (County Treasurer), Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Lillian B. Latourette
Notary Public.

My Commission Expires MAY 7 1951

Exhibit A.

1352 B LIBER 79 PAGE 140

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949 I sold to [illegible] at public auction for the sum of $10.00 Dollars and — Cents, of which 7.21 Dollars has been paid as a deposit on the property in 1st Dist described as Acreage Lot no 3554 Woodland Beach

assess 20.00

and assessed to W Bradbeck + Wife

Filed 10 Sept, 1951.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this ..... day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. OCT 10 1949 County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

Exhibit B.

6

1353 C LIBER 79 PAGE 141

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to ..... at public auction for the sum of 27.00 Dollars and ..... Cents, of which 8.26 Dollars has been paid as a deposit on the property in 1st District described as 1-13398 Lot 114 Plat of North Selby assess 10,000

and assessed to J. E. Martin

Filed 10 Sept. 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

JOSEPH H. GRISCOM, Sr. County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 10 1949 day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires MAY 7 1951

Exhibit C.

1356 LIBER 79 PAGE 142

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to Sam Ivery at public auction for the sum of 7.00 Dollars and — Cents, of which 6.08 Dollars has been paid as a deposit on the property in 2nd Dist described as 2-3191 Lot 12 Blk D-A Plat 5 Plat of South Haven

Assess 50.00

and assessed to Eunice C Robinson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 10 Sep 1951

Witness my hand and seal, this 10 1949 day of 19

JOSEPH H. GRISCOM, Sr. County Treasurer

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this day of October, , before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Stalbrecht
Notary Public.

My Commission Expires MAY 7 - 1951

Exhibit D.

1357 LIBER 79 PAGE 143

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to L Ivey at public auction for the sum of 30.00 Dollars and — Cents, of which 17.71 Dollars has been paid as a deposit on the property in 2nd District described as 2 arrears, dates 7-8-9-10 Blk 219 Section H Palisades on Severn

and assessed to Mildred A Campbell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 10 Sept. 1951

Witness my hand and seal, this OCT 10 1949 day of 19

JOSEPH H. GRISCOM, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct: OCT 10 1949

I hereby certify, that on this day of October, , before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Stotsuff
Notary Public.

My Commission Expires MAY 7 1951

Exhibit E.

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1362 LIBER 79 PAGE 144

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to S. Ivery at public auction for the sum of 37.00 Dollars and $35.00 Cents, of which 7.58 Dollars has been paid as a deposit on the property in 3.8 described as 3-39105

9.08 acres at Marely. assess 91.00

and assessed to Mary T Cornish et al

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 10 Sept 1951

OCT 10 1949

Witness my hand and seal, this ..... day of ..... 19.....

JOSEPH H. GRISCOM, Sr. County Treasurer
Collector

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Colonna
Notary Public.

My Commission Expires MAY 7 1951

Exhibit F.

10

1363 LIBER 79 PAGE 145

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10, I sold to S. Ivery at public auction for the sum of 60.00 Dollars and ..... Cents, of which 19.76 Dollars has been paid as a deposit on the property in 3rd described as 3-40148

3 acres lot & Imp. situated at Skidmore

assess 400.00

and assessed to Lizzie & Charles Harrison

Filed 10 Sept. 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 day of ..... 19.....

..... Collector.

JOSEPH H. GRISCOM, Sr
County Treasurer

State of Maryland, Anne Arundel County, Sct: OCT 10 1950

I hereby certify, that on this ..... day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public

MAY 7 1951

My Commission Expires .....

Exhibit G.

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1367 LIBER 79 PAGE 146

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October ....., I sold to S. Ivery — at public auction for the sum of 20.00 Dollars and — Cents, of which 7.81 Dollars has been paid as a deposit on the property in District #7 described as 7-19343 Lots 1-2-3-4-9 Blk 15 Sec A plat of avalon shores.

and assessed to Nathan & Everett Thurm Silver

Filed 10 Sept. 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 19.. day of ..... 19.....

JOSEPH H. GRISCOM, Sr. County Treasurer

Collector.

State of Maryland, Anne Arundel County, Sct: OCT 10 1949

I hereby certify, that on this ..... day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

County Treasurer

Witness my hand and seal Notarial,

William [illegible]

Notary Public.

My Commission Expires MAY 7 1951

Exhibit H

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LIBER 79 PAGE 147

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 10,315.

SAMUEL M. IVREY
Annapolis, Maryland.

vs.

JONAH BOYLE, ~~et al~~
Edgewater, Maryland.

And all persons having or claiming to have any interest in the property known as Part of Lots 2611, 2612, 2613, as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

~~vs.~~ AND

WARRAN SMADBECK AND DEVEREAUX SMADBECK, his wife
347 Eleventh Street, S.E.
Washington, D.C.

And all persons having or claiming to have an interest in the property known as Lot 3554 as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

~~vs.~~ AND

J. E. MARTIN
516 "H" Street, N.E.
Washington, D.C.

And all persons having or claiming to have any interest in the property known as Lot 114 as shown on the Plat of North Selby, First Election District of Anne Arundel County, Maryland.

~~vs.~~ AND

EUNICE G. ROBINSON
220 Hamilton Street Apt. 211, N.W.
Washington D.C.

And all persons having or claiming to have any interest in the property known as Lot 12 in Block D-A, Plat 5 as shown on the Plat of South Haven in the Second Election District of Anne Arundel County, Maryland.

~~vs.~~ AND

MILDRED H. CAMPBELL
6315 Connecticut Avenue
Chevy Chase, Maryland.

And all persons having or claiming to have any interest in the property known as Lots 7, 8, 9, 10 in Block 219 Section H as shown on the Plat of Palisades on the Severn in the Second Election District of Anne Arundel County, Maryland.

Filed 13 Sept. 1951

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[redacted] AND

MARY T. CORNISH, [redacted]
Glen Burnie, Maryland.

And all persons having or claiming to have any interest in the property known as 9.08 acres at Marley in the Third Election District of Anne Arundel County, Maryland.

[redacted] AND

LIZZIE & CHARLES HARRISON
R.F.D., Annapolis, Maryland.

And all persons having or claiming to have any interest in the property known as 3 acre lot and improvements situated at Skidmore in the Third Election District of Anne Arundel County, Maryland.

[redacted] AND

NATHAN & EVERETT THURN SILVER
908 Tenth Street, N.W.
Washington, D.C.

And any persons having or claiming to have any interest in the property known as Lots 1, 2, 3, 4, 9 in Block 25, Section A as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The Object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to SAMUEL M. IVREY, the Plaintiff in these proceedings.

1. Part of Lots 2611, 2612, 2613, as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

2. Lot 3554 as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

3. Lot 114 as shown on the Plat of North Selby, First Election District of Anne Arundel County, Maryland.

4. Lot 12 in Block D-A, Plat 5 as shown on the Plat of South Haven in the Second Election District of Anne Arundel County, Maryland.

5. Lots 7, 8, 9, 10 in Block 219 Section H as shown on the Plat of Palisades on the Severn in the Second Election District of Anne Arundel County, Maryland.

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6. 9.08 acres at Marley in the Third Election District of Anne Arundel County, Maryland.

7. 3 acre lot and improvements situated at Skidmore in the Third Election District of Anne Arundel County, Maryland.

8. Lots 1, 2, 3, 4, 9 in Block 25, Section A as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland.

The Bill states among other things that the amounts necessary for redemption have not been paid although more than a year and a day from the date of the sale has expired.

It is thereupon, this 10 day of September, 1951, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) succeasive weeks, warning all persons interested in said property to be and appear in this Court by the 15 day of November, 1951, and redeem the property and answer this Bill or thereafter final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title clear and free from all encumbrances.

John H. Hopkins, 3rd, Clerk

FICE OF

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 24, 1951

We hereby certify, that the annexed

Order Publication

Eq. 10315

Jonah Boyle

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 15th day of November, 1951. The first insertion being made the 14th day of September, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine Lamb

Legal Notices —

FOR ANNE ARUNDEL COUNTY
IN THE CIRCUIT COURT
EQUITY NO. 10,315

SAMUEL M. IVREY, Annapolis, Maryland.

Vs.

JONAH BOYLE, Edgewater, Maryland.
And all persons having or claiming to have any interest in the property known as Part of Lots 2611, 2612, 2613, as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

And

WARRAN SMADBECK AND DEVEREAU SMADBECK, his wife, 347 Eleventh Street, S. E., Washington, D. C.
And all persons having or claiming to have an interest in the property known as Lot 3554 as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

And

J. E. MARTIN, 516 "H" Street, N. E., Washington, D. C.
And all persons having or claiming to have any interest in the property known as Lot 114 as shown on the Plat of North Selby, First Election District of Anne Arundel County, Maryland.

And

EUNICE G. ROBINSON, 239 Hamilton Street, Apt. 211, N. W., Washington, D. C.
And all persons having or claiming to have any interest in the property known as Lot 12 in Block D-A, Plat 5 as shown on the Plat of South Haven In the Second Election District of Anne Arundel County, Maryland.

And

MILDRED H. CAMPBELL, 6315 Connecticut Avenue, Chevy Chase, Maryland.
And all persons having or claiming to have any interest in the property known as Lots 7, 8, 9, 10 in Block 219, Section H, as shown on the Plat of Palisades on the Severn in the Second Election District of Anne Arundel County, Maryland.

And

MARY T. CORNISH, Glen Burnie, Maryland.
And all persons having or claiming to have any interest in the property known as 9.08 acres at Marley in the Third Election District of Anne Arundel County, Maryland.

And

LIZZIE & CHARLES HARRISON, R. F. D., Annapolis, Maryland.
And all persons having or claiming to have any interest in the property known as 3 acre lot and improvements situated at Skidmore in the Third Election District of Anne Arundel County, Maryland.

And

NATHAN & EVERETT THURN SILVER, 908 Tenth Street, N. W., Washington, D. C.
And any persons having or claiming to have any interest in the property known as Lots 1, 2, 3, 4, 9 in Block 25, Section A as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The Object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to SAMUEL M. IVREY, the Plaintiff in these proceedings.

1. Part of Lots 2611, 2612, 2613, as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

2. Lot 3554 as shown on the Plat of Woodland Beach, First Election District of Anne Arundel County, Maryland.

3. Lot 114 as shown on the Plat of North Selby, First Election District of Anne Arundel County, Maryland.

4. Lot 12 in Block D-A, Plat 5 as shown on the Plat of South Haven in the Second Election District of Anne Arundel County, Maryland.

5. Lots 7, 8, 9, 10 in Block 219 Section H as shown on the Plat of Palisades on the Severn in the Second Election District of Anne Arundel County, Maryland.

6. 9.08 acres at Marley in the Third Election District of Anne Arundel County, Maryland.

7. 3 acre lot and improvements situated at Skidmore in the Third Election District of Anne Arundel County, Maryland.

8. Lots 1, 2, 3, 4, 9 in Block 25, Section A as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland.

The Bill states among other things that the amounts necessary for redemption have not been paid although more than a year and a day from the date of the sale has expired.

It is thereupon, this 10th day of September, 1951, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of November, 1951, and redeem the property and answer this Bill or thereafter final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title clear and free from all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-5

Filed 6 Dec., 1951.

LIBER 79 PAGE 151

SAMUEL M. IVREY Annapolis, Maryland.	:	NO. 10,315 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
JONAH BOYLE, et al Edgewater, Maryland.	:	ANNE ARUNDEL COUNTY
	:	

. . . . . .

DECREE PRO CONFESSO

The Defendants, Jonah Boyle, Warren Smadbeck and Devereaux Smadbeck, his wife, J. E. Martin, Eunice G. Robinson, Mildred H. Campbell, Mary T. Cornish, Lizzie and Charles Harrison and Nathan and Everett Thurn Silver after Order of Publication duly published having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication.

It is thereupon this 17th day of July, 1952, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said Defendants.

Benjamin Michaelson
Judge

Filed 17 July, 1952

SAMUEL M. IVREY Annapolis, Maryland.	:	NO. 10,315 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
JONAH BOYLE, WARREN SMADBECK and DEVEREAUX SMADBECK, his wife J. E. MARTIN, EUNICE G. ROBINSON, MIDLRED H. CAMPBELL, MARY T. CORNISH, LIZZIE & CHARLES HARRISON NATHAN & EVERETT THURN SILVER	:	ANNE ARUNDEL COUNTY
	:	

: : : : : : :

Filed 18 Aug., 1952

FINAL DECREE

This cause standing ready for hearing and being submitted the proceedings were read and considered and it appearing that the same have been conducted in substantial compliance with Section 89-I to 90-P of Article 81 of the Annotated Code of Maryland. (1947 Supplement)

IT IS, thereupon, this 18th day of August, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED:

1. That all rights of redemption of the defendants or any of them claiming by, from and under them, or any of them, to the property or properties described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Plaintiff on the 10th day of October, 1949, for non-payment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties free and clear of all alienations and descents accruing prior to this decree as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same is subject) is hereby vested in the Plaintiff.

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3. That upon the payment of any and all taxes, interest and penalties accruing to the date of said sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

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Irving H. Mezger, Attorney	*	
named in mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
Robert W. Little and Elizabeth Mae	*	Equity No. 10,410
Little, his wife.	*	

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

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

Filed 5 Feb., 1952.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

No. 10,410 Equity

Filed 5 Feb., 1952

THIS MORTGAGE, Made this 11th day of May , in the year one thousand nine hundred and forty-nine , between Robert W. Little and Elizabeth Mae Little, his wife - - - - - , of the County of Anne Arundel - , in the State of Maryland, Mortgagors, and the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Ten Thousand Five Hundred ($10,500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Eighty-eight Dollars and Sixty-one Cents ($88.61) - - -. commencing on the fifteenth day of June ,1949, and on the fifteenth day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Fifth Election District of Anne Arundel County, aforesaid, - - - - - - - - - , and described as follows:

BEGINNING for the same at a pipe previously set on the East side of Homewood Road of the Shipley Subdivision, Shipley, Maryland, which point of beginning is South Four (4) degrees Forty-seven (47) minutes East One Hundred and Forty-eight and Seventy-two One Hundredths (148.72) feet from a pipe previously set at the intersection of the East side of Homewood Road with the South side of School Lane; thence, leaving Homewood Road and binding on the line of Lot No. Two (2) of the Subdivision hereinbefore referred to, North Eighty-four (84) degrees Fifty-six (56) minutes Thirty (30) seconds East Two Hundred and Eight and Seventy-two One Hundredths (208.72) feet to a pipe; thence, leaving Lot No. Two (2) South Four (4) degrees Forty-seven (47) minutes East Sixty (60) feet to a pipe; thence, South Eighty-four (84) degrees Fifty-six (56) minutes Thirty (30) seconds West Two Hundred and Eight and Seventy-two One Hundredths (208.72) feet to a pipe set on

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

the East side of Homewood Road; thence, binding on said side of same, North Four (4) degrees Forty-seven (47) minutes West Sixty (60) feet to the place of beginning. Containing Twenty-nine One Hundredths (.29) of an acre of land, more or less, according to a survey based on the true meridian by Edward Hall, Jr., County Surveyor, in August, 1940. Being all of Lot No. Three (3) in said subdivision, an unrecorded plat.

BEING the same lot of ground which, by deed dated July 30th, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 371, folio 436, was granted and conveyed by Eugene B. Stout and wife to the said mortgagors.

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, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee-simple, subject to restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

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BALTIMORE 2, MD.

buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its sucoessors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the fifteenth day of each and every month the sum of Twelve Dollars ($12.00) - - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six percentum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness seoured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) To permit, oommit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its sucoessors or assigns, for a period of thirty days shall oonstitute a breach of this mortgage, and, at the option of the mortgagee, its suocessors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute prooeedings to foreolose this mortgage, and apply for the appointment of a Reoeiver, as herein provided; (4) That the holder of this mortgage in any action to foreolose it, shall be entitled (without regard to the adequacy of any security

LIBER 73 FAGE 157

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

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; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thiry days.

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

AND the said mortgagors, consent that a decree may be passed for the sale of said property (the sale to take place after default in any of the covenants or 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 by said mortgagee, its successors or assigns, or by Irving H. Mezger, their duly constituted Attorney or Agent, 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 upon any sale of said property, under the powers therein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure 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; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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COUNSELLORS AT LAW
BALTIMORE 2, MD.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Robert W. Little (SEAL)

Robert W. Little

Elizabeth Mae Little (SEAL)

Elizabeth Mae Little

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of May ,1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Robert W. Little and Elizabeth Mae Little, his wife, - known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger Notary Public

My Commission Expires May 7th, 1951.

Recorded May 12th. 1949 at 10:45 A.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

In the Matter of the Sale of	::	
the Mortgaged Real Estate of	::	IN THE CIRCUIT COURT FOR
Robert W. Little and	::	ANNE ARUNDEL COUNTY
Elizabeth Mae Little, his wife	::	EQUITY NO. 10410
	::	

Filed 21 Mar., 1952.

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Robert W. Little and Elizabeth Mae Little, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City, dated May 11th, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 521, Folio 193, etc.

Original Amount of Mortgage		$10,500.00
Plus accrued interest to March 31st, 1952		50.07
		$10,550.07
Less Amount paid on account of principal	$ 486.15	
Less Credit expense account	38.88	525.03
Net Balance		$10,025.04
Plus interest to April 30th, 1952		50.32
Total Balance due on account of indebtedness		$10,075.36

Geo. F. Hawkins

Geo. F. Hawkins, Executive Vice President
Arundel Federal Savings and Loan
Association of Baltimore City

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 19th day of March, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Geo. F. Hawkins, Executive Vice-President of the said Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

Janet C. Maisel

Janet C. Maisel Notary Public

My Commission Expires May 4th, 1953.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 79 PAGE 161 No. 10,410 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger, Attorney named in Mortgage

of 200 W. Saratoga St., Baltimore 1, Md.

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Five Hundred & 00/100- - - - - - - - ($10,500.00)- - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 18th *day of* March *in the year of our Lord nineteen hundred and* fifty-two.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Robert W. Little and Elizabeth Mae Little

to the Arundel Federal Savings and Loan Association of Baltimore City, Inc.

dated May 11, 1949 *and recorded in Liber* JHH *No.* 521 *folio* 193 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

Filed 20 March, 1952.

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

Signed, sealed and delivered in the presence of

Janet C. Maisel

Janet C. Maisel

Irving H. Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Vandervoort Rand, Attorney-in-fact

ATTEST:

R. H. Taylor

R. H. Taylor

Approved this 20 March, 1952.
John H. Hopkins, 3rd, Clerk

STATE OF MARYLAND, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-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 the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be 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 **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 18th day of March 1952 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

In the Matter of the Sale of ::
the Mortgaged Real Estate of ::
Robert W. Little and ::
Elizabeth Mae Little, his wife ::

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 10410

:: :: :: :: ::

MILITARY AFFIDAVIT

STATE OF MARYLAND CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said city , personally appeared George F. Hawkins, Exec. Vice Pres., Arundel Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendants herein, and that to the best of his knowledged, information and belief

(1) said Defendants are not in the military service of the United States,

(2) said Defendants 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 of 1940 as amended,

(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Filed 22 Apr 1952.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By Geo F Hawkins
George F. Hawkins, Exec.V.Pres.Affiant

Subscribed and sworn to before me this 17th day of April, 1952.

Jane E. Bruce
Jane E. Bruce Notary Public

JANE E. BRUCE NOTARY PUBLIC BALTIMORE CITY, MD.

In the Matter of the Sale of : :
the Mortgaged Real Estate of : : IN THE CIRCUIT COURT FOR
Robert W. Little and : : ANNE ARUNDEL COUNTY
Elizabeth Mae Little, his wife : : EQUITY NO. 10410

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the mortgage from Robert W. Little and Elizabeth Mae Little, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Thursday, April 17th, 1952, at 3:00 o'clock p.m. attend on the premises and then and there sold at Public Auction, all that lot of ground located in the Fifth Election District of Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Francis W. Roesler at and for the sum of Twelve Thousand Four Hundred ($12,400.00) Dollars, a deposit of Five Hundred ($500.00) Dollars having been made at the time of sale, the balance of the purohase price with interest at the rate of Six (6%) per cent per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger
Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of April 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 the city aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce
My Commission Expires May 4th, 1953 Jane E. Bruce Notary Public

Filed 22 Apr., 1952.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 79 PAGE 164

ORDER NISI

Irving H. Mezger, Attorney
named in Mortgage

versus

Robert W. Little and
Elizabeth Mae Little, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,410 Equity

Filed 22 April, 1952.

Ordered, this 22 day of April, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of May next.

The report states that the amount of sales to be $ 12,400.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Irving H. Mezger, Attorney
named in Mortgage

versus

Robert W. Little and
Elizabeth Mae Little, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 2 June, 1952.

ORDERED BY THE COURT, This 2d day of June finally, 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

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND - Additional Bond

No. 10,410 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger, Attorney named in Mortgage, 200 W. Saratoga Street,

of Baltimore, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand 00/100 -$2,000.00) - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 22nd *day of* April *in the year of our Lord nineteen hundred and* fifty-two.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Robert W. Little and Elizabeth Mae Little, his wife, *to* Arundel Federal Savings and Loan Association of Baltimore City, Inc. *dated* May 11, 1949 *and recorded in Liber* JHH *No.* 521 *folio* 193 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Joan M. Krager
Joan M. Krager

Irving H. Mezger [SEAL]
Irving H. Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Vandervoort Rand
Vandervoort Rand, Attorney-in-fact

Witness: D E Valiant
D.E. Valiant

Filed 26 Apr, 1952

LIBER 79 PAGE 166

STATE OF MARYLAND, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That MARYLAND CASUALTY COMPANY, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-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 the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-In-Fact shall be 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 MARYLAND CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 22nd day of April 1952 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

Approved this 26 Apr., 1952
John H. Hopkins, 3rd, Clerk.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1952

We hereby certify, that the annexed Order Nisi

Dkt. Equity 10,410

Robert W. Little

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 26th day of May, 1952. The first insertion being made the 2nd day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie H. Carlson

No. MG 7265

Filed 2 June, 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,410 Equity
IRVING H. MEZGER, Attorney named in Mortgage

Vs.

ROBERT W. LITTLE and ELIZABETH MAE LITTLE, his wife.

Ordered, this 22nd day of April, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of May next.

The report states that the amount of sales to be $12,400.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-15

IRVING H. MEZGER, ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT W. LITTLE and ELIZABETH MAE LITTLE, his wife.	:	IN EQUITY NO. 10,410

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

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Francis W. Roesler and Katharine L. Roesler, his wife, by James W. Blackhurst, their Solicitor, respectfully shows:

1. That on April 17, 1952, your Petitioners became the purchasers of the property sold in these foreclosure proceedings.

2. That the Final Order of Ratification in these proceedings was filed on June 2, 1952, and a Deed from the Irving H. Mezger, Attorney named in Mortgage, to Francis W. Roesler and Katharine L. Roesler, his wife, is recorded in the Land Records of Anne Arundel County.

3. That prior to the time of the foreclosure sale Mr. R. A. Conner and Mrs. R. A. Conner had been living in the house under some arrangement with Robert W. Little, one of the Mortgagors, and one of the Defendants in these proceedings.

4. That after the mortgage sale your Petitioners advised Mr. and Mrs. Conner that they wanted possession of the premises but agreed to allow Mr. and Mrs. Conner to remain in the house until July 1, 1952.

5. That Mr. and Mrs. Conner did not remove themselves from the premises on the date agreed upon and refuse to give possession of the premises to your Petitioners, the owners of the premises, regardless of the demands made upon them.

Filed 2 July, 1952.

Your Petitioners therefore pray that an Order may emanate from this Honorable Court, directed to the said Mr. R. A. Conner and Mrs. R. A. Conner, requiring them to give and deliver up to your Petitioners full possession of the mortgaged premises mentioned in the proceedings and pleadings in this cause and sold and conveyed to your Petitioners.

AND as in duty bound, etc.

Francis W. Roesler
Francis W. Roesler, Petitioner

Katharine L. Roesler
Katharine L. Roesler, Petitioner

James W. Blackhurst
James W. Blackhurst
Solicitor for the Petitioners

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 the the County aforesaid, personally appeared the above-named Petitioners, Francis W. Roesler and Katharine L. Roesler, his wife, and made affirmation in due form of law that the matter and facts in the aforegoing Petition are true to the best of their knowledge and belief.

DORIS B. MORGAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Doris B. Morgan
Doris B. Morgan, Notary Public

My Commission expires May 4, 1953.

IRVING H. MEZGER, ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT W. LITTLE and ELIZABETH MAE LITTLE, his wife.	:	IN EQUITY NO. 10,410

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

O R D E R

Filed 22 July, 1952.

ORDERED, This 22 day of July, 1952, by the Circuit Court for Anne Arundel County, In Equity, upon the aforegoing Petition and Affidavit, that Mr. R. A. Conner and Mrs. R. A. Conner, on being served with a Certified Copy of this Order, forthwith deliver up to Francis W. Roesler and Katharine L. Roesler, the mortgaged premises mentioned and described in the proceedings in this cause and sold to Francis W. Roesler and Katharine L. Roesler, his wife, by Irving H. Mezger, Attorney named in Mortgage, unless good cause to the contrary be shown by the said Mr. R. A. Conner and Mrs. R. A. Conner, on or before July 21, 1952.

Benjamin Richardson
Judge.

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
VS.
Robert W. Little
and
Elizabeth Mae Little, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,410 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 17 July, 1952

July 15, 1952.

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Robert W. Little and Elizabeth Mae Little, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	405	57	455	57
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	13	50	43	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premiums	50	00		
E. T. Newell & Co. - auctioneer's fee	100	00		
One-half Federal revenue stamps	6	88		
One-half State revenue stamps	6	87		
Jane E. Bruce - notary fees	1	00	222	51
To Attorney for Taxes, viz:				
1952 State and County taxes ($180.50) adjusted to 4/17/52	52	64	52	64
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Comm.- 1952 sanitary charges ($19.63) - adjusted	5	74	5	74
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim	10,075	36	10,075	36
To Robert W. Little and Elizabeth Mae Little, his wife, mortgagors - this balance	1,663	93	1,663	93
			12,519	00

with Irving H. Mezger, Attorney named in Mortgage Cr.

1952				
Apr.	17	Proceeds of Sale	12,400 00	
		Interest on deferred payment	119 00	12,519 00
				12,519 00

Filed 3 Sept. 1952. Filed 17 July 1952.

ORDER NISI

LIBER 79 PAGE 173

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Robert W. Little

and

Elizabeth Mae Little, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,410 Equity.

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

ORDERED BY THE COURT, this 3d day of September, 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 ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson

J.

LIBER 79 PAGE 174

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 2nd 1952

We hereby certify, that the annexed

Order Nisi -

Auditors Account

Equity 10,410

Robert W. Little

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

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Filed 3 Sept. 1952.

ORDER NISI.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,410 Equity

IRVING H. SIEGER, Attorney named in Mortgage

Vs.

ROBERT W. LITTLE and ELIZABETH MAE LITTLE, his wife.

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

LIBER 79 PAGE 175

No. 7415 Equity.

In the Matter of the
Sale of the Mortgaged
Real Estate of
Clarence A. Tubman

Original Mortgage

Mr. Clerk:

Please docket this case, file original Mortgage and send advertisement of Sale to Md. Gazette.

Eugene P. Childs
assignee

Filed May 26. 1937.

EUGENE P. CHILDS
Attorney at Law
ANNAPOLIS, MD.

Form 10-2500 8-11-21 H. S. CO.

MORTGAGE—COUNTY—THE MARYLAND TITLE GUARANTEE COMPANY

This Mortgage made this third day of July, - - - - - - - - - - - - -

in the year one thousand nine hundred and twenty-five, by and between, CLARENCE A. TUBMAN, of the City of Baltimore, in the State of Maryland, party of the first part, mortgegor, and WILLIAM E. JOHNSON and MARY G. JOHNSON, his wife, of Anne Arundel County, in the State aforesaid, parties of the second part, mortgagees.

WHEREAS,- the said mortgegor stands bona-fide indebted unto the said mortgagees in the full and just sum of Four Thousand Three Hundred and Thirty-Three Dollars, and Thirty-Three Cents, ($4,333,33), being part of the purchase money for the hereinafter described property, which said sum of money the said mortgagor hereby covenants and agrees to repay unto the said mortgagees five years from the date hereof, together with interest to accrue thereon at the rate of six percentum per annum, payable semi-annually, both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness: and

Filed May 26-1927

WHEREAS,- its is further understood and agraad between the parties hereto that the said mortgegor or his assigns, shall have the right and privilege at any time before default to prepay the whole amount of the mortgage indebtedness hareunder, in which event, interest shall be abated to the date of such prapayment, and further that the said mortgegor or his assigns shall have the right and privilege to prepay at any time before default the said mortgage indebtedness in installments at the rate of Three Hundred Dollars, ($300.00), for each lot fronting fifty feet upon the waters of Nabbs Creek, and at the rate of One Hundred Dollers, ($100.00), for each inside lot fronting fifty feet upon any of the roads, which said water front and lots are laid out and shown upon a plat entitled "Brightwaters", prepared by Tolley A. Biays and Company July 1st, 1925, and filed among the Plat Records of Anne Arundel County simultaneously herewith, and to receive releases of the lots from the operation and effect of this mortgage as -- and when such prepayments are made, interest to be abated apportionately upon each and every prepayment made on account hereunder, and the principal sum or sums so made to be applied in raduction of the mortgage debt; and

WHEREAS,- it was a condition precedent to the granting of the aforesaid loan that it be secured by a mortgage, wherefore these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH,- that in consideration of the premises and of the sum of One Dollar, the said party of the first part, mortgegor, doth hereby grant and convey unto tha said William E. Johnson and Mary G. Johnson, his wife, as tenants by the entiretiee, 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 Anne Arundel County in the State of Maryland, comprising a part of that tract of land, which, by Deed dated December 2nd, 1902, and recorded among the Land Records of said County in Liber G.W. No. 27, folio 407, was conveyed by tha County Commissioners of said County to William E. Johnson, and described as follows, that is to say:-

BEGINNING,- for the same at a Gum Tree on the south side of Nabbs Creek at the northeast corner of the sixty acres tract heretofore sold by William E. Johnson to Antone Szefronek and wife dated April 16th, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 71, folio 10, and running thence on said land, south twenty-three degrees west seven hundred and twenty feet to intersect the eleventh line of tha whole tract, thence reversing said line with a correction for variation, south sixty-five degrees east eight hundred and fifty-six feet to the centre of a County Road, thence binding along tha centre of said road, north fifty-seven degrees east six hundred feet to intersect a line drawn parallel to fifty-seven feet northwesterly from the tenth line of the whole tract, thence on said line so drawn, north twenty-three degrees east eight hundred and fifty feet to a stone on the south side of Nabbs Creek, thence binding along the south shore line of Nabbs Creek, north eighty-three degrees west fifty-eight and seven-tenths feet to a hub, north eighty-eight degrees twenty minutes west one hundred and sixty-six and three-tenths feet to a hub, south seventy-eight and three-quarter degrees west one hundred and twenty-two and four-tenths feet to a hub, south seventy-six degrees ten minutes west one hundred and forty-nine and eight-tenths feet to a hub, north thirteen and three-quarter degrees west one hundred and eighty-eight and eight-tenths feet to a hub, north twenty-seven and one quarter degrees west two hundred and eighty feet to a hub, north forty-seven and three-

quarter degrees west one hundred end thirty feet to a hub, north sixty-nine degrees fifty minutes west two hundred and seventy-five feet to a bar at the end of the deep weters of Nabbs Creek, thence extending along the shellow weters of said Creek end marsh in e southwesterly direction, seven hundred and thirty feet, more or less to the point of beginning, end conteining thirty-four and two-tenths ecres, mors or less, as surveyed by Tolley A. Bieys and Company July 1st, 1925.

BEING,- the same lot of ground which by deed deted even date herewith end intended to be recorded among the Land Records of Anne Arundel County immedietely prior hereto, wqe granted and conveyed by the said William E. Johnson and wife to the said Clerence A. Tubman.

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

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said mortgagee, their - - - - heirs, ~~personal representatives, successors~~ and assigns, in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, their heirs ~~personal representatives, successors~~ or assigns, or by Brenier R Anderson their attorney under Article LXVI, sections 6 to 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other, general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or **their** assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, **their** ~~his personal representatives, 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, successors~~ and assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagor or his assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, **his** heirs, ~~personal representatives~~ or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, ~~ground rents~~ public dues and charges levied or assessed or be levied or assesed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ~~ground rent~~, public dues and charges the said **mortgagor -** covenant **s** to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or **their** agent. And upon any default in any of the covenants of this mortgage, the mortgagee **s** shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee **s** as additional security.

And the said mortgagor covenant **s** to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagee **s**, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagee**s, their heirs** ~~personal representatives, successors~~ or assigns, to the extent of **their** lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee **s**, to be kept by the mortgagee **s**. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee **s** only, and not to the mortgagor and mortgagee **s** jointly; such payment to the mortgagee **s** shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage, And the said mortgagor covenant **s** to warrant specially the said property, and to execute such further assurances thereof as may be requisite,

AS WITNESS,- the hand and seal of the said Mortgagor.

WITNESS:

Geo C Wiedersum — Clarence A. Tubman SEAL

SEAL

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 3rd day of **July, - - - - -** in the year one thousand nine hundred and twenty-**five, - - - -** before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Clarence A. Tubman, the within named mortgagor -**

and **he - - - - - -** acknowledged the aforegoing mortgage to be **his - - - - - -** act.

At the same time also appeared **William E. Johnson**, one of the within 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; *And also made oath that he is agent of the mortgagee.*

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

George C Wiedersum Notary Public.

LIBER 79 PAGE 179

Ex

THE MARYLAND TITLE GUARANTEE COMPANY

MORTGAGE

FROM

CLARENCE A. TUBMAN

TO

WILLIAM E. JOHNSON and wife.

Received for Record 18 July 1925

at 9 o'clock A M. Same day recorded in

Liber W.M.B. No. 15 Folio 41 &c

one of the Mortgage Records of Anne Arundel

County and examined per

Wm Martin Brady Clerk

Cost of Record $5.00

Paid

Application No. 18987

Written by ESK:EF

Approved by ESK Examiner

Ready for Record Gen!

Received for Record 26 day of May 1937, at 10:30 o'clock A.M. and same day recorded in Liber W.M.B., No. 15, Fol. 46 Land Records of Anne Arundel County, Frank Munroe Clerk.

For value received I do hereby assign the within written mortgage and debt secured thereby unto Eugene R. Childs witness our hands and seals this 16th day of April 1937

Witness George H. Schwartz William E. Johnson Seal

Mary G. Johnson Seal

LIBER 79 PAGE 180

ASSIGNEE'S SALE

OF

VALUABLE REAL ESTATE

Situated in the Third District of

ANNE ARUNDEL COUNTY

Filed 26 th May 1937

By virtue of a power of sale contained in a mortgage from Clarence A. Tubman to William E. Johnson and Mary G. Johnson, his wife, dated July 3, 1925 and recorded in Liber W.M.B. No. 15, folio 41, one of the land records of Anne Arundel County, default having occurred, the undersigned Assignee of said mortgage will offer at public sale at the Court House door in the City of Annapolis, Maryland on

Tuesday June 22nd 1937

At 11 o'clock ~~P~~ A. M.

The following lots of land as follows:

Lots 1 to 41 both inclusive, Lots 43 to 61 both inclusive, Lot 68, Lots 71 to 97 both inclusive and Lots 141 to 167 both inclusive.

These lots being the unreleased portion of the property described in the above mentioned mortgage.

This property is improved by three 6 room Bungalows with porches, one of which is located on Lots 11 and 12, one on lots 15 and 16, and one on lots 75-76-77-78-79 and 80.

This property is known as BRIGHTWATERS and is layed out in building lots and is in easy access to Baltimore. Will sell as a whole, and is situated on Nabbs Creed, a tributary of Stoney Creek.

TERMS OF SALE: A deposit of three hundred ($300.00) dollars will be required of the purchaser on the day of sale and the balance in cash on final ratification of sale, interest of six per cent on deferred payments. For further particulars apply to the undersigned.

Eugene R. Childs
Assignee.

Form MD3228—250, 4-10-28 930

LIBER 79 PAGE 181

American Bonding Company of Baltimore

HOME OFFICE
BALTIMORE, MARYLAND

Mortgagee's or Attorney's Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene P. Childs of Annapolis, Maryland

as Principal, and the AMERICAN BONDING COMPANY OF BALTIMORE, 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 Forty five hundred 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 14 day of June,

in the year of our Lord Nineteen hundred and thirty seven.

Filed 14 June 1937

WHEREAS, the above bounden Eugene P. Childs

by virtue of the power contained in a mortgage from Clarence A. Tubman to William E. Johnson and Mary G. Johnson, his wife, bearing date the 3rd day of July, 1925 and recorded among the mortgage records of Anne Arundel County in Liber W.M.B. No. 15 Folio 41 and assigned to Eugene P. Childs April, 1937, said assignment recorded among aforesaid Land Records in Liber W.M.B. No. 15 folio 46

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 Eugene P. Childs 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 Eugene P. Childs has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney, attested by its Agent, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Dorothy M. Trench — Eugene P. Childs (SEAL)

(SEAL)

AMERICAN BONDING COMPANY OF BALTIMORE

Myrtle Sturm, Agent — By Myrtle Sturm, Eugene P. Childs

In the Matter of the	:	No. 7415 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court
Clarence A. Tubman	:	for
		Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage	$1,100.00
Interest from January 3, 1937 to June 3, 1937	33.00
	$1,133.00

Eugene P. Childs
Assignee

Filed June 22nd 1937

State of Maryland
Anne Arundel County, to wit:

I hereby certify that on this 22nd day of June in the year 1937 before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P. Childs, Assignee, and made oath in due form of law that the above account is just and true, to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Dorothy M. Trench
Notary Public

DOROTHY M. TRENCH NOTARY PUBLIC ANNE ARUNDEL

LIBER 79 PAGE 183

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 21, 1937

We hereby certify, that the annexed Order Nisi - Sale - Equity 7415 - Clarence A. Tubman -

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 24th day of July, 1937. The first insertion being made the 24th day of June, 1937.

THE CAPITAL-GAZETTE PRESS, INC.

By Adeline I Moss

No. MG 2711

Filed 2 August 1937

ORDER NISI

In the Circuit Court for Anne Arundel County.

No. 7415 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Clarence A. Tubman

Ordered, this 22nd day of June, 1937, that the sale of the property mentioned in Report of Sale dated the 22nd day of June, 1937, made and reported by Eugene P. Childs, Assignee, of the above mentioned mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

24TH 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 24th day of July, next.

The report states that the amount of sales to be $1,100.00.

FRANK A. MUNROE, Clerk.

True Copy.

Test: FRANK A. MUNROE, Clerk.

jy-8

In the Matter of the	:	No. 7415 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court for
Clarence A. Tubman	:	Anne Arundel County

To the Honorable the Judges of said Court:

The Report of Sale of Eugene P. Childs, Assignee of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Clarence A. Tubman, dated the third day of July, 1925 and recorded in Liber W.M.B. No. 15, folio 41, one of the Land Records of Anne Arundel County, said mortgage having been assigned to Eugene P. Childs, default having occurred thereunder, the said Assignee, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisities of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described, at public auction, at the Court House Door in the City of Annapolis, Maryland on Tuesday, June 22, 1937 at 11:00 o'clock A. M. and then and there sold the said property to Eugene P. Childs at and for the sum of Eleven hundred ($1,100.00) dollars, he being at that figure the highest bidder therefor, said property being the following: Lots 1 to 41 both inclusive, Lots 43 to 61 both inclusive, Lot 68, Lots 71 to 97 both inclusive and Lots 141 to 167 both inclusive. These lots being the unreleased portion of the property described in the above mentioned mortgage. This property is known as BRIGHTWATERS. Being the balance of the unsold portion of the property described in the mortgage from Clarence A. Tubman to William E. Johnson, as mentioned above.

Filed 22nd June 1937

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the

terms of said dale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: A cash deposit of three hundred ($300.00) dollars will be required of the purchaser or purchasers on the day of sale and the balance of the purchase price payable in cash, upon ratification of the sale by the Court, the deferred payments to bear interest from day of sale. Taxes and other expenses to be adjusted to day of sale.

Respectfully submitted.

Eugene P. Childs
Assignee

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 22nd day of June in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Assignee in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Dorothy M. Trench
Notary Public

Annapolis, Maryland
June 22, 1937

This is to certify that I have this 22nd day of June in the year 1937, sold the property described by said advertisement in the Third Election District of Anne Arundel County and

more particularly described by said advertisement to Eugene P. Childs at and for the sum of Eleven hundred ($1,100.00) dollars, he being then and there the highest bidder for said property.

Thomas O. Gott
Auctioneer

Witness:
Ruth Gott

Annapolis, Maryland
June 22, 1937

I hereby certify that I have, this 22nd day of June in the year 1937, purchased from Eugene P. Childs, Assignee, the property situated in the Third Election District of Anne Arundel County and described more particularly by said advertisement, at and for the sum of Eleven hundred ($1,100.00) dollars and do hereby agree to comply with the terms of sale.

Eugene P. Childs

ASSIGNEE'S SALE
—OF—
VALUABLE REAL ESTATE
Situated in the Third District of Anne Arundel County.

By virtue of a power of sale contained in a mortgage from Clarence A. Tubman to William E. Johnson and Mary G. Johnson his wife, dated July 3, 1925 and recorded in Liber W. M. B. No. 15, folio 41, one of the land records of Anne Arundel County, default having occurred, the undersigned Assignee of said mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, JUNE 22ND, 1937,
AT 11 O'CLOCK A. M.

The following lots of land as follows:

Lots 1 to 51 both inclusive, Lots 43 to 61 both inclusive,

Lots 68, Lots 71 to 97 both inclusive, and Lots 141 to 167 both inclusive.

These lots being the unreleased portion of the property described in the above mentioned mortgage.

This property is improved by three 6 room Bungalows with porches, one of which is located on Lots 11 and 12, one on lots 15 and 16, and one on lots 75-76-77-78-79 and 80.

This property is known as BRIGHTWATERS and is layed out in building lots and is in easy access to Baltimore, and is situated on Nabbs Creek, a tributary of Stoney Creek. Will sell as a whole.

TERMS OF SALE:—A deposit of three hundred ($300.00) dollars will be required of the purchaser on the day of sale and the balance in cash on final ratification of sale, interest of six per cent on deferred payments. For further particulars apply to the undersigned.

EUGENE P. CHILDS,
Assignee.
jn-17

In the Matter of the	:	No. 7415 Equity
Sale of the Mortgaged	:	In the
Real Estate	:	Circuit Court
of	:	for
Clarence A. Tubman	:	Anne Aruhdel County

Ordered, this 22nd day of June 1937 That the sale of the property mentioned in Report of Sale dated the 22nd day of June 1937 made and reported by Eugene P. Childs, Assignee, of the above mentioned mortgage. Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of July next.

Filed 22nd June 1937

The report states that the amount of sales to be $1,100.00

Frank A. Munroe, Clerk.

(Final Order)

ORDERED BY THE COURT, This 2 " day of August 1937 that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assigneeallowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Filed 2nd August 1937

Linwood R. Clark
Judge

In the Matter of the	:	No. 7415 Equity
Mortgaged Real Estate	:	In the
of	:	Circuit Court for
Clarence A. Tubman	:	Anne Arundel County

To the Honorable the Judges of said Court

The petition of Eugene P. Childs respectfully states.

(1) That by deed dated July 3rd 1925 and recorded in Liber W.M.B. No. 15, folio 40, one of the Land Records of Anne Arundel County, William E. Johnson and wife conveyed unto Clarence A. Tubman a lot of land in said deed described as containing thirty-four (34 2/10) and two tenths acres of land, more or less, and on the same day the said Clarence A. Tubman executed a mortgage to the said William E. Johnson and wife for the sum of four thousand three hundred and thirty-three ($4,333.33) dollars and thirty-three cents to secure a part of the purchase price of said property.

Filed 20th August, 1937

(2) That thereafter the said Clarence A. Tubman sold said property to George H. Schwartz, subject to a balance due on said mortgage, the amount of said balance due at the time of the sale to the said Schwartz is not known to your petitioner.

(3) That after the purchase of said property by the said George H. Schwartz, he sold on September 16th 1929, under contract of sale, Lots Nos. 11 and 12 of said property unto Louis Nocar and Mary Nocar, his wife, at and for the sum of seven hundred and fifty ($750.00) dollars, subject to the mortgage then constituting a lien on said property, and according to the statement of the said George H. Schwartz, the last payment on account of said purchase was five ($5.00) dollars paid on September 16th 1929, and that there is now a balance due, principle and interest of five hundred and sixty-six ($566.26) dollars and twenty-six cents, on said property contracted to be sold to the said Louis Nocar

and wife, by the said George H. Schwartz.

(4) That on the 10th day of April 1937 the said William E. Johnson and wife assigned the Tubman mortgage to your petitioner and on the 22nd day of June 1937 your petitioner sold said property at Foreclosure Sale and bought the same in to protect his interest therein at and for the sum of eleven hundred ($1,100.00) dollars, which sale has been reported to and finally ratified by this Court on the 2nd day of August 1937.

(5) That your petitioner has been informed that George H. Schwartz has on several occasions notified the said Louis and Mary Nocar to vacate said premises, and your petitioner has also notified them to vacate, but they refuse to do so.

Your petitioner therefore prays the Court to pass an order requiring the said Louis and Mary Nocar to give up and deliver to your petitioner full possession of that part of the property they now occupy and possess which is a paet of the property sold in the foreclosure proceedings herein mentioned.

Respectfully submitted,

Eugene P. Childs
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 20th day of August in the year 1937 before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene P. Childs, the within named petitioner and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Dorothy M. Trench
Notary Public

Filed 24th August 1937

ORDERED, this 24" day of August, 1937, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing petition and affidavit that Louis Nocar and Mary Nocar, his wife, deliver up to the said Eugene P. Childs the premises they now occupy under contract with George H. Schwartz, being a part of the property sold under foreclosure proceeding in No. 7415 Equity on or by the 15" day of Sept, 1937, unless good cause to the contrary be shown by the said Louis Nocar and Mary Nocar on or by the 7th day of Sept, 1937, provided a copy of this order be served upon the said Louis Nocar and Mary Nocar on or before the 1st day of Sept next.

Edmund R Clark

Judge

It appearing to the Court that a certified copy of the within petition and order was served on the said Louis Nocar and Mary Nocar, his wife, as directed by this Court, and no good cause to the contrary having been whown, although the time allowed in said order for showing cause has elapsed, it is ordered by the Circuit Court for Anne Arundel County this 5th day of October, 1937, that the within order be made absolute and that a writ in the nature of habere facias possessionem in accordance with the prayers of the petitioner be issued by the Clerk of this Court against the said Louis Nocar and Mary Nocar.

Judge

Filed Oct. 5th 1937.

In the Matter of the Mortgaged Real Estate of Clarence A. Tubman : No. 7415 Equity In the Circuit Court for Anne Arundel County

To the Honorable the Judges of said Court.

The petition of Eugene P. Childs respectfully states.

(1) That on the 24th day of August 1937 this Court passed an order requiring Louis Nocar and Mary Nocar to show cause on or by the 15th day of September why they should not deliver up the premises occupied by them, mentioned in the petition accompanying said order, provided a copy of said order be served upon the said Louis Nocar and Mary Nocar on or by the 12 day of September, 1937.

Filed 2nd September 1937

(2) That the Sheriff has been unable to locate the said Louis Nocar and Mary Nocar and your petitioner desires an extension of time in which to serve said order.

Respectfully submitted.

Eugene P. Childs
Solicitor for Petitioner.

ORDERED on the aforegoing petition this 2" day of September 1937 by the Circuit Court for Anne Arundel County that the order of this Court dated August 24, 1937 be amended to read as follows:

That Louis Nocar and Mary Nocar, his wife, deliver up to the said Eugene P. Childs the premises they now occupy under contract with George H. Schwartz, being a part of the property sold under foreclosure proceedings in No. 7415 Equity, on or by the 30" day of September 1937, unless good cause to the contrary be shown by the said Louis Nocar and Mary Nocar on or by the 10" day of September 1937, provided a copy of this

Filed 2nd September 1937

order be served upon the said Louis Nocar and Mary Nocar on or before the 10th day of September next.

Judge Leonard P. Clary

Marley Neck Rd

LIBER 79 PAGE 194

Address Glen Burnie Rd.
Marly Neck Road.

Works at: Standard Wholesale
Phosphate Co.
Curtis Ave & Leigh St
Balto Md

Mr. Sheriff: Return this
original to Clerk's Office
Frank A. Munroe, Clerk.

Served on Louis
and Mary Nocar
this 7th day of
September 1937
Joseph W Tilton Sheriff
By. Meade

Filed Sept. 10" 1937

Sheriff's Cost 2.50

No. 7415 Equity

In the Matter of the
Mortgaged Real Estate
of
Clarence A. Tubman

Petition to Amend Order

Mr. Clerk:

Please file and
lay before the Court.

Eugene P. Childs
Sol. for Petitioner

Filed Sept. 2" 1937.
Order Sept 2" 1937

EUGENE P. CHILDS
Attorney at Law
ANNAPOLIS, MD.

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In the Matter of the	:	No. 7415 Equity
Mortgaged Real Estate	:	In the
of	:	Circuit Court
Clarence A. Tubman	:	for
	:	Anne Arundel County
	:	Maryland

The State of Maryland to Joseph W. Alton, Sheriff of Anne Arundel County, greeting:

WHEREAS, by power of sale contained in a mortgage from Clarence A. Tubman to William E. Johnson and wife, dated July 3rd 1925 and recorded in Liber W.M.B. No. 15, folio 41, one of the land records of Anne Arundel County, the balance of the property unreleased from said mortgage mentioned, Lots Nos. one (1)to forty (40) inclusive, Lots forty-three (43) to sixty-one (61) both inclusive, Lots seventy-one (71) to ninety-seven (97) both inclusive, Lots one hundred forty-one (141) to one hundred sixty-seven (167) both inclusive and Lot sixty-eight (68) as shown on plat of BRIGHTWATERS, the original tract contained thirty-four (34 2/10) and two tenths acres: was sold at the Court House door in the City of Annapolis, Maryland in the case of "In the Matter of the Mortgaged Real Estate of Clarence A. Tubman," known as No. 7415 Equity; and Whereas Eugene P. Childs, Assignee of said mortgage, did make sale of the same to a certain Eugene P. Childs, which sale has been ratified by the Circuit Court for Anne Arundel County; and Whereas, by a decree or order, made and passed in the said cause on the 24th day of August, 1937, which order was amended by said Court on September 2nd, 1937, it was adjudged and ordered that Louis Nocar and Mary Nocar, his wife, who hold possession of a part of said property consisting of a bungalow on Lots No. 11 and 12 of BRIGHTWATERS, should deliver possession of the same to the said Eugene P. Childs, and that the writ of Habeas facias possessionem issue against the said Louis Nocar and

Mary Nocar, his wife, to require them to deliver possession of the same; and Whereas it is represented to the said Court that service of the said petition and copy of the order of the said Court was made at the residence of the said Louis Nocar and Mary Nocar, by being left in the hands of the said Louis Nocar and Mary Nocar, his wife, with which order of the Court the said Louis Nocar and Mary Nocar, his wife, have absolutely refused to comply, and the said Eugene P. Childs, having applied to the Court for additional process to enforce said decree.

KNOW YE, THEREFORE, that to complete and to carry into full effect the decrees aforesaid, we have given and from this day do give to you full power and authority to the said Real Estate, situated in Anne Arundel County aforesaid, and the decrees and order aforesaid mentioned and expressed, to approach and enter, and from thence the said Louis Nocar and Mary Nocar, his wife, as well as all and every other person or persons in possession of the said Real Estate, against the form and effect of the said decrees and order aforesaid, you remove and the said Eugene P. Childs in full, quiet and peaceful possession of all and singular the premises aforesaid, immediately, and from time to time as often as is necessary, you put and place, and the said Eugene P. Childs, being put in possession, you protect and keep quiet.

AND WE THEREFORE COMMAND you that immediately after the receipt of this writ, to the said real estate aforesaid you approach, and enter, and the said Louis Nocar and Mary Nocar, his wife, as well as all and every other person or persons in possession of the premises, against the form and effect of the decrees and order aforesaid, from the possession thereof you remove, and to the said Eugene P. Childs, the full, peaceful and quiet possession of all and singular the premises you deliver, put and place, and so from time to time, as often as necessary,

and the said Eugene P. Childs, being so put in possession, you preserve, keep and continue, and cause to be preserved, kept and continued, according to the true intent of the decrees aforesaid, one order aforesaid and of this writ.

Witness the Honorable Francis Neal Parke, the Chief Judge of the Circuit Court for Anne Arundel County in Equity, this 6th day of ~~October~~ September 1937.

Issued 5th day of October 1937.

Frank A. Munroe, Clerk.

No. 7415 Equity	In the Matter of the Mortgaged Real Estate of Clarence A. Tubman	Writ of Habeas facias possessionem	Issued Oct. 5th. 1937.	EUGENE P. CHILDS Attorney at Law ANNAPOLIS, MD.

Entered upon the premises the 11th day of October 1937. Notified all person thereon to vacate within 3 days. Returned and entered upon the premises and found same vacated. Therefore I have put into possession Eugene P Childs as I am commanded, this 18th day of October 1937. Joseph W Allen Sheriff
By. Meade

Filed Nov. 6" 1937.

Sheriff's Cost 3.00

In the Case of

In the Matter of the Sale of the Mortgaged Real Estate of Clarence A. Tubman

vs.

In the

Circuit Court

For

Anne Arundel County

To the Honorable, the Judges of said Court:

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

Filed 5th Nov. 1937

All of which is respectfully submitted.

Noah A. Hillman

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Clarence A. Tubman in ac.

To Assignee for fee named in Mortgage	$ 50	00		
To Assignee for his commissions	62	00	$ 112	00
To Assignee for Court Costs, viz:				
" Plaintiff's Solicitor's Appearance fee	10	00		
" Clerk of Court, costs	13	35		
" Clerk of Court, assignment		75		
" Auditor	9	00	33	10
To Assignee for Expenses, viz:				
" Capital-Gazette Press, advertising sale	23	00		
" Capital-Gazette Press, Order Nisi on Sale	5	00		
" Capital-Gazette Press, Order Nisi on Aud.Acct.	5	00		
" Wm. H. Moss & Co., Auctioneer	10	00		
" Myrtle Sturm, Agent, bond premium	14	00		
" Dorothy M. Trench, affidavit		50	57	50
To Assignee for Taxes, viz:				
" 1937 State & County ($43.91)			20	74
To Eugene P. Childs, on account Mortgage Claim, per statement filed			876	66
			$ 1,100	00
Amount of Mortgage Claim, per statement, adj.	$ 1,136	48		
Amount allowed on account Mortgage Claim	876	66		
This Balance, subject to decree in personam	$ 259	82		

with Eugene P. Childs, Assignee Cr.

1937			
June	22	Proceeds of Sale	$ 1,100 00
			$ 1,100 00

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

~~VERSUS~~

Clarence A. Tubman

Filed 5th Nov. 1937

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

LIBER 79 PAGE 202

No. 7415 Equity.

ORDERED, This 5th day of November, 1937, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of December next.

Frank A. Munroe, Clerk.

In the Circuit Court for Anne Arundel County

Filed 16th Dec. 1937

ORDERED BY THE COURT, this 16th day of June, 1937, 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.

Edmund P. Covey
Judge

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

ORDER NISI
In the Circuit Court for Anne Arundel County
No. 7415 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Clarence A. Tubman

Ordered, this 5th day of November, 1937, 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 DECEMBER NEXT;

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of December next.

FRANK A. MUNROE, Clerk.

True Copy,
Test: FRANK A. MUNROE, Clerk. n-25

Filed 13th Dec. 1937

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec 7, 1937

We hereby certify, that the annexed Order Nisi Auditors Account - No. 7415 Equity Clarence A. Tubman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of December, 1937. The first insertion being made the 11th day of November, 1937.

THE CAPITAL-GAZETTE PRESS, INC.

By Mildred D. Rochlitz

No. MG 4469

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
EDWARD D. HAAS AND :
LAVINIA J. HAAS, HIS WIFE :

EQUITY NO. 10,468.
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

: : : : : : : : : : :

Mr. Clerk:

Please file original mortgage and statement of mortgage debt.

George E. Rullman
George E. Rullman,
Attorney named in Mortgage

Filed 2 May, 1932.

COUNTY FORM. LIBER 79 PAGE 204

No. 10,468 Equity

This Mortgage, Made this 29th day of April, in the year one thousand, nine hundred and forty-seven, Between Edward D. Haas and Lavinia J. Haas, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of EIGHT THOUSAND SEVEN HUNDRED ($8,700.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent. (4%) per annum in the manner following:

By the payment of FIFTY-FIVE ($55.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of June, 1947, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

Filed 2 May, 1947

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the north side of the Defense Highway 1100 feet east of its intersection with the 2635.3 foot west boundary line of the whole tract; thence running south 82 degrees 49 minutes east 75 feet along the north side of said Highway; and running thence at right angles thereto north 7 degrees 11 minutes east 621.35 feet, more or less, to the centre of the old County Road; and running thence south 74 degrees 10 minutes west along the centre line of the aforesaid old County Road 81 feet, more or less, to a stake; and running thence south 7 degrees 11 minutes west 589.7 feet to a stake situate on the north side of the Defense Highway, the place of beginning.

Being the same property which was conveyed to the above named Mortgagors by George S. Biddington and Alice L. Biddington, his wife, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

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Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns

3

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

And the said Mortgagors , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s , their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of four per cent. (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s , their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors , their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors , their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay four per cent. (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor s herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns: and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s , their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor s covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagor s .

Witness:

Ruby W. Chaney

Ruby W. Chaney

Edward D. Haas (SEAL)
Edward D. Haas

Lavinia J. Haas (SEAL)
Lavinia J. Haas

(SEAL)

(SEAL)

LIBER 79 PAGE 207

INSPECTED
L. H. H.
F. W. L. B. A.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of April, 19 47, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Edward D. Haas and Lavinia J. Haas, his wife, the Mortgagor s named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney
Ruby W. Chaney Notary Public.

P. M.

MORTGAGE

FROM

Edward D. Haas
and
Lavinia J. Haas, his wife,

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record 30 Apr. 1947
at 3 o'clock P. M. Same day recorded
in Liber J. H. No. 404 Folio 347
etc., one of the Land Records of Anne Arundel
County, and examined per
John H. Hopkins, Clerk.
Cost of Record, $ 5.00 Paid
~~50~~
~~5.50~~

GEORGE E. RULLMAN
Attorney-at-Law
Lee Building
Annapolis, Md.

$8.70 stamps

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
EDWARD D. HAAS AND :
LAVINIA J. HAAS, HIS WIFE :

EQUITY NO. 10,468
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$7,823.51
To interest	52.24
Total	$7,875.75

Filed 2 May, 1952.

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

I hereby certify that on this 1st day of May, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

JANET SCHNOOR NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Janet Schnoor
Janet Schnoor, Notary Public

6

F. 21733 500 9-35 Made in U.S.A.

Equity 10468.

MORTGAGEES OR ATTORNEYS BOND.

LIBER 79 PAGE 209

No. 10,468 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand ($8,000.00) 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 1952.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Edward D. Haas and Lavinia J. Haas, his wife, to First Federal Savings and Loan Association of Annapolis bearing date the 29th day of April, 1947, and recorded among the ~~Mortgage~~ Land records of Anne Arundel County in Liber J.H.H. No. 404 Folio 347 and

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

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Ruby W. Chaney

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By Leo J. Remele
Leo J. Remele Attorney-in-fact

Estelle M. Fiedler
Estelle M. Fiedler

Attorney in fact

Filed 14 May, 1952

Approved this 14 May, 1952.
John H. Hopkins, 3rd, Clerk

GEORGE W. SCIBLE - LIBER 79 PAGE 210 - - - - - - Auctioneer

Public Sale

OF VALUABLE

Real Estate

SITUATE ON THE DEFENSE HIGHWAY, NEAR THE CRAIN HIGHWAY, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Edward D. Haas and Lavina J. Haas, his wife, dated April 29th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 404, Folio 347, the undersigned, as the attorney named in said mortgage to make sale of said property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House Door, in the City of Annapolis, Maryland on

Tuesday, June 3rd, 1952

AT 11 O'CLOCK A.M.

Filed 5 June, 1952

the property described in said mortgage, namely:

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point on the north side of the Defense Highway 1,100 feet east of its intersection with the 2,635.3 foot west boundary line of the whole tract; thence running south 82 degrees 49 minutes east 75 feet along the north side of said Highway; and running thence at right angles thereto north 7 degrees 11 minutes east 621.35 feet, more or less, to the center of the old County Road; and running thence south 74 degrees 10 minutes west along the center line of the aforesaid old County Road 81 feet, more or less, to a stake; and running thence south 7 degrees 11 minutes west 589.7 feet to a stake situate on the north side of the Defense Highway, the place of beginning.

Being the same property which was conveyed to Edward D. Haas and Lavina J. Haas, his wife, by George S. Biddington and wife, by deed dated April 29, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 404, Folio 346.

The said property is improved by a cinder block bungalow containing five rooms and bath and heating system.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
Lee Building,
Annapolis, Maryland.

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AUCTIONEER'S CERTIFICATE
AND PURCHASER'S AGREEMENT

June 3, 1952

I hereby certify that I have this 3rd day of June, 1952, sold the within described property to the First Federal Savings and Loan Association of Annapolis, a body corporate, at and for the sum of Six Thousand Three Hundred ($6,300.00) Dollars, it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible AUCTIONEER

We hereby certify that we have this 3rd day of June, 1952, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Six Thousand Three Hundred ($6,300.00) Dollars, and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Filed 5 June, 1952

ATTEST:

Iola P. Anderson SECRETARY

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF ANNAPOLIS

BY T. Roland Brown
T. Roland Brown PRESIDENT

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IN THE MATTER OF THE SALE	:	No. 10,468 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD D. HAAS AND LAVINIA J.	:	for
HAAS, HIS WIFE.	:	Anne Arundel County

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed 5th June, 1952.

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Edward D. Haas and Lavinia J. Haas, his wife, dated the 29th day of April, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 404 folio 347, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, June 3rd, 1952, at eleven o'clock A. M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis at and for the sum of Six Thousand Three Hundred ($6,300.00) Dollars, it being then and there the highest bidder therefor, which property is as follows:

> All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:
>
> Beginning for the same at a point on the north side of the Defense Highway 1,100 feet east of its intersection with the 2,635.3 foot west boundary line of the whole tract; thence running south 82 degrees 49 minutes east 75 feet along the north side of said Highway; and running thence at right angles thereto north 7 degrees 11 minutes east 621.35 feet,

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more or less, to the center of the old County Road; and running thence south 74 degrees 10 minutes west along the center line of the aforesaid old County Road 81 feet, more or less, to a stake; and running thence south 7 degrees 11 minutes west 589.7 feet to a stake situate on the north side of the Defense Highway, the place of beginning.

Being the same property which was conveyed to Edward D. Haas and Lavinia J. Haas, his wife, by George S. Biddington and wife, by deed dated April 29, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. 404 folio 346.

And the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 3rd day of June, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

//

IN THE MATTER OF THE SALE	:	No. 10,468 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD D. HAAS AND LAVINIA	:	for
J. HAAS, HIS WIFE,	:	Anne Arundel County.

Filed 5 June, 1952.

ORDER NISI

ORDERED, this 5th day of June, 1952, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 day of July, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 14 day of July next.

The report states the amount of sales to be Six Thousand Three Hundred ($6,300.00) Dollars.

Corbin A. Robbins, Jr.,
CLERK

IN THE MATTER OF THE SALE	:	No. 10,468 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD D. HAAS AND LAVINIA	:	for
J. HAAS, HIS WIFE	:	Anne Arundel County

Filed 16 July, 1952

FINAL ORDER

ORDERED by the Court this 16th day of July, 1952, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson,
Judge.

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LIBER 79 PAGE 215

FFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,468 Edward D. Hass $6,300.00

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 14th day of July, 1952. The first insertion being made the 12th day of June, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,468 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EDWARD D. HASS AND LAVINIA J. HASS, HIS WIFE.

ORDERED, this 5th day of June, 1952, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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 four successive weeks before the 14th day of July next.

The report states the amount of sales to be Six Thousand Three Hundred ($6,300.00) Dollars.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jy-3

Filed 16 July, 1952

No. MG.....

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LIBER 79 PAGE 216

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~MS~~.
Edward D. Haas
and
Lavinia J. Haas, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,468 Equity

To the Honorable, the Judges of said Court:

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

Filed 23 July, 1952.

July 23, 1952

All of which is respectfully submitted.

Laura K. Dickelman
Auditor.

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Dr. In the Matter of the Sale of the Mortgaged Real Estate of Edward D. Haas and Lavinia J. Haas, his wife in ac.

To Attorney for Fee, viz:	50	00	
To Attorney for Commissions, viz:	220	25	270 25
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10	00	
Clerk of Court - Court costs	18	75	
Auditor - stating this account	9	00	37 75
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	30	00	
Capital-Gazette Press - handbills	9	69	
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
National Surety Corp. - bond premium	32	00	
George W. Scible - auctioneer's fee	25	00	
One-half Federal revenue stamps	3	58	
One-half State revenue stamps	3	57	
Ruby W. Chaney - notary fee		50	
Janet Schnoor - notary fee		50	118 84
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	5,914	71	5,914 71
			6,341 55
Amount of mortgage claim filed	7,875	75	
Cr. Amount allowed as above	5,914	71	
Balance subject to decree in personam	1,961	04	

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with George E. Rullman, Attorney named in Mortgage Cr.

1952				
June	3	Proceeds of Sale	6,300 00	
		Interest on deferred payment	41 55	6,341 55
				6,341 55

LIBER 79 PAGE 219

ORDER NISI

In the Matter of the Sale of the ~~[illegible]~~ Mortgaged Real Estate of Edward D. Haas and Lavinia J. Haas, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,468 Equity.

ORDERED, This 23 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 1 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1 day of September next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of September, 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 ~~[illegible]~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Ct.

Filed 3 Sept, 1952. Filed 23 July, 1952.

FICE 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. 10,468 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of EDWARD D. HASS and LAVINA J. HASS, His Wife.

Ordered, this 23rd 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 1st day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of September next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-14

Filed 2 Sept., 1952.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 19, 1952

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity No. 10468 Edward D. Haas

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of September, 1952 The first insertion being made the 31st day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MG 5599

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LIBER 79 PAGE 220

IN THE MATTER OF THE SALE OF	:	NO. 10,468 EQUITY
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
EDWARD D. HAAS AND	:	ANNE ARUNDEL COUNTY
LAVINIA J. HAAS, HIS WIFE	:	

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

PETITION TO FILE AN AFFIDAVIT THAT THE MORTGAGORS IN THIS CASE WERE NOT IN MILITARY SERVICE AT THE TIME OF THE INSTITUTION OF THE ABOVE MENTIONED FORECLOSURE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, the Attorney named in the above mentioned mortgage to make sale of the mortgaged property in the event of default thereunder, respectfully shows unto your Honors:

Filed 5 Jan, 1953.

FIRST: That the mortgage filed in said proceedings being in default, and the Mortgagee having obtained authority from the Veterans' Administration, did institute foreclosure proceedings in accordance with the provisions of said mortgage, and made sale, which was duly ratified by this Honorable Court, and the Auditor's Account was filed and ratified by this Honorable Court, and distribution thereunder made as will appear by reference to this case.

SECOND: That the Veterans' Administration is now demanding that an affidavit be filed stating that the Mortgagors herein were not in military service at the time of the institution of this foreclosure, and your petitioner has prepared an affidavit to this effect which is filed herewith, and prayed to be taken as a part hereof.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order in these proceedings permitting the filing of said affidavit, and that the same be taken nunc pro tunc.

AND, AS IN DUTY BOUND, etc.

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

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ORDER OF COURT

Upon the aforegoing petition, it is thereupon ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 5th day of January, 1953, that George E. Rullman, the Attorney named in the mortgage herein referred to, be and he is hereby permitted and directed to file the affidavit mentioned in these proceedings, and that the affidavit be taken and filed nunc pro tunc.

Benjamin Nicholson

Judge

Filed 5th Jan., 1953.

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IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
EDWARD D. HAAS AND :
LAVINIA J. HAAS, HIS WIFE :

NO. 10,468 EQUITY
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

AFFIDAVIT IN ACCORDANCE WITH ARTICLE 87A OF THE CODE OF PUBLIC GENERAL LAWS OF MARYLAND (FLACK 1951)

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

I hereby certify that on this 2nd day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis, a body corporate, and made oath in due form of law that Edward D. Haas and Lavinia J. Haas, his wife, the Mortgagors in the above entitled case, were not in military service at the time of the institution of this foreclosure, and were at that time employed in a civilian capacity; and, further, that the said Iola P. Anderson was authorized and empowered to make this affidavit.

Filed 5 Jan, 1953.

Witness my hand and Notarial Seal,

JANET SCHNOOR NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Janet Schnoor
Janet Schnoor, Notary Public

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LIBER 79 PAGE 223

IN THE MATTER OF THE SALE	:	No. 10,468 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD D. HAAS AND	:	for
LAVINIA J. HAAS, HIS WIFE	:	Anne Arundel County

Filed 2 Feb., 1953.

ASSIGNMENT OF DEFICIENCY RIGHTS

First Federal Savings and Loan Association of Annapolis, a Federal corporate, Mortgagee in the above entitled case, hereby assigns all its right, title and interest in and to the above proceeding and any claim of the Mortgagee against the Mortgagors for a right to a decree in the foreclosure for the deficiency as stated in the Auditor's account in the amount of One Thousand Nine Hundred Sixty-one Dollars and Four Cents ($1,961.04) and costs to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, and his successors and assigns, and directs the clerk to enter said proceeding to the use of Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, and his successors and assigns.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

George E. Rullman
Solicitor, George E. Rullman

By: T. Roland Brown
T. Roland Brown, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. Roland Brown, President of the First Federal Savings and Loan Association of Annapolis, a Federal corporation, and acknowledged the aforegoing order to be the act of said body corporate.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Janet Schnoor
Janet Schnoor, NOTARY PUBLIC

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WILLIAM N. JENNINGS
Severna Park, Md.

JOHN H. JENNINGS
Severna Park, Md.

HOWARD JENNINGS
Severna Park, Md.

VINTON JENNINGS
Severna Park, Md.

Complainants

vs

CHARLES JOHNSON
3714 S. 82nd Street
West Philadelphia, Pa.

REUBEN STEWART
3414 S. 86th Street
West Philadelphia, Pa.

FANNY JENNINGS
Address Unknown

JOHNSON GLENN
Severna Park, Md.

HARVEY GLENN
Severna Park, Md.

THOMAS H. GLENN
Severna Park, Md.

Johnson Glenn, Jr.,
Severna Park, Md.

Leonard Glenn,
Severna Park, Md.

ROBERT HUGHES
Address Unknown

HERMAN F. WILLIAMS
Earleigh Heights Road
Annapolis, Md.

EDWARD WILLIAMS,
Marley, Maryland

CLIFTON WILLIAMS,
Severna Park, Md.

BESSIE W. HUDSON
Baltimore, Md.

RAYMOND WILLIAMS,
Marley, Md.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN

EQUITY NO. 10,301

Filed 20 Aug., 1938

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

WILLIAM N. WILLIAMS
Baltimore, Md.

ROGER WILLIAMS
Baltimore, Md.

NAOMIA WILLIAMS
Severna Park, Md.

JESSIE WILLIAMS
Severna Park, Md.

FLOYD WILLIAMS
Address Unknown

RESPONDENTS

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators complaining say:

FIRST: That the parties to this suit are tenants in common in a tract of land located in the Third District of Anne Arundel County and containing 11 Acres more or less which is described in a deed from Daniel R. Randall, Trustee to William N. Jennings et al, dated November 20, 1906, and recorded among the Land Records of said County in Liber G.W. No. 52 Folio 338; a certified copy of said deed is filed herewith and marked "Complainants' Exhibit A". Of the original grantees in said deed, your complainants are the only living parties; your orator, Vinton Jennings, being in said deed referred to as "VINCENT".

The interest of the grantee, Thomas E. Jennings who died intestate and without issue in 1914 vests by right dower partially in his widow, Fanny E. Jennings, whose whereabouts are unknown; she being last heard from over twenty years ago, is now presumed dead. The balance of his interest vests in the parties to this cause as their interests shall appear.

The interest of Mary E. Glenn, who died intestate in 1908 now vests in the respondents -

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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A. Johnson Glenn, her widower

B. Harvey Glenn, a son of legal age

C. Thomas H. Glenn, a son of legal age

D. Johnson Glenn, Jr., a son of legal age

E. Leonard Glenn, a son of legal age

The interest of Daisy J. Gray, who died intestate in 1950 vests in the respondents -

A. Charles Johnson, a grandson of legal age, child of her only daughter, Isabella Johnson, who predeceased her mother in 1923.

B. Reuben Stewart, her widower with whom she intermarried after the death of her first husband, Alonzo Gray.

The interest of Sarah E. Jennings now vests to the extent of his statutory interest, in her husband, the respondent Robert Hughes, with whom she intermarried after the death of her husband, Harrison Harris. The said Sarah died without issue and intestate in 1940. The said Robert Hughes has been unheard from for approximately 15 years and is presumed to be dead.

The interest of Bessie Jennings, who died intestate and a widow, in 1934, having survived her husband, Edward Williams, vests in her children, respondents -

A. Herman F. Williams, of legal age
B. Edward Williams, " " "
C. Clifton D. Williams, " " "
D. Bessie W. Hudson, " " "
E. Raymond Williams " " "
F. William N. Williams " " "
G. Roger C. Williams " " "
H. Naomia Williams " " "
I. Jessie Williams " " "
J. Floyd Williams " " "

SECOND: That the parties to this cause are also, as heirs at law of Georgianna Jennings, tenants in common of a certain tract of land containing 12.45 Acres more or less located in the Third Election District of Anne Arundel County and more particularly described in a deed from Addison Johnson and wife to Joshua Henson and Georgianna Jennings dated May 28, 1894, and recorded in

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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the Land Records of said County in Liber S.H. No. 47 Folio 485. A certified copy of said deed is filed herewith and marked "Complainants' Exhibit B". The said Joshua Henson and wife, together with the surviving children of Georgianna Jennings attempted to partition the above mentioned tract by deed dated December 17, 1917, and recorded in Liber G. W. No. 149 folio 259; a certified copy of the said deed is filed herewith and marked "Complainants' Exhibit C". The said Henson and wife received 6.45 acres and the surviving heirs of Georgianna Jennings 6.00 Acres. However, said partition was ineffectual in view of the fact that the heirs of Mary E. Glenn were not parties to said deed, her children being infants at the time. The said Fanny Jennings, if living, having a dower interest in her husband, Thomas E. Jennings' interest. Thereafter, the 6.45 Acre tract conveyed in said deed to Joshua Henson was sold to your orator, John H. Jennings by deed dated December 17, 1917, and recorded in G.W. No. 149 Folio 262, a certified copy of which deed is filed herewith and marked "Complainants' Exhibit D". The heirs of Mary E. Glenn have, therefore, a one-ninth interest in the 6.45 acre tract, while the ownership in the 6 acre tract is as recited under paragraph First; the said Eliza Jennings, wife of John H. Jennings, and Emma, wife of Howard, and Geneva, wife of Vinton having predeceased their respective spouses, and the said Thomas H. Jennings, widower of Georgianna Jennings having died intestate as to this tract and his widow, Rebecca, having accepted a monetary bequest in lieu of her statutory interest in his property.

THIRD: That Thomas H. Jennings, late of Anne Arundel County, was in his lifetime seized and possessed in fee simple, as surviving tenant by the entireties of Laura Jennings, of a tract of land consisting of four acres more or less, and situated in the Third Election District of Anne Arundel County; said four acre tract was the remaining portion of a ten acre tract conveyed unto him and his wife by Frank Mantley, et al by deed dated February 24, 1913, and recorded among the Land Records of said County in Liber G.W. No. 96 Folio 270. A certified copy of said deed is filed

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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herewith and marked "Complainants' Exhibit E". The said Thomas had during his lifetime conveyed from said 10 acre tract two acres to Bessie Williams, by deed dated March 6, 1928, and recorded among the aforesaid Land Records in Liber F.S.R. No. 24 folio 402; two acres to his grandson, Johnson Glenn by deed dated January 23, 1924, and recorded in Liber W.N.W. No. 82 Folio 37, and two acres to Vinton Jennings by deed dated MARCH 15, 1920 and recorded in Liber J.H.H. No. 392 Folio 285. Certified copies of said deeds are filed herewith and marked "Complainants' Exhibit F, G and H", respectively.

That under the terms of the Will of said Thomas, which Will was duly admitted to probate and filed among the Testamentary Records of Anne Arundel County in Wills Liber No. 4 Folio 453, a copy of which is filed herewith and marked "Complainants' Exhibit I", Johnson Glenn, (Jr.) Vinton Jennings, Sarah Harriss, Bessie Williams and Daisy Gray were devised two acres each from said ten acre tract. The said testator before his death deeded as aforesaid all the land to the respective beneficiaries with the exception of Sarah Harriss and Daisy Gray. The latter two beneficiaries were never conveyed their respective portions and died intestate holding an undivided one-half interest in the said four acres.

The interest of the said Sarah Harriss who died in 1940 without issue now vests as aforesaid to the extent of his statutory interest in her husband, Robert Hughes, with whom she intermarried after the death of her husband, Harrison Harris. The said Hughes has been unheard from for approximately 15 years.

The interest of Daisy Gray who died intestate in 1950 now vests as aforesaid in -

A. Charles Johnson, her grandson
B. Reuben Stewart, her widower with whom she intermarried after the death of her husband, Alonzo Gray.

FOURTH: That neither said Thomas E. Jennings, Sarah Hughes, Daisy Stewart, Mary E. Glenn, nor Bessie Williams was possessed of any personal property at the time of their deaths and letters of administration have not heretofore been obtained on their said estates.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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FIFTH: That these tracts are not suceptible of division in kind without loss or injury to the parties involved, and your orators by reason thereof feel that a public sale of said land should be made and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END THEREFORE:

A. That the partition between Joshua Henson and wife and the heirs of Georgianna Jennings as recorded in Liber G.W. #149 Folio 259 may be ratified and decreed fair and equitable and binding upon all the living heirs of said Georgianna, and the interest of those heirs which were omitted from the said deed, satisfied from the 6 acre tract or parcel number one.

B. That a decree may be passed by this Honorable Court authorizing a public sale of the remaining property herein mentioned.

C. That a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

D. That permission may be granted your orators to publish a notice to creditors of the said Thomas E. Jennings, Sarah Hughes, Daisy Stewart, Mary Glenn and Bessie Williams, deceased, to file their claims within 90 days, as set forth in Section 117 Article 93 of the Annotated Code of Maryland.

E. That your orators may have such other and further relief as their case may require.

May it please Your Honors to grant unto your orators the Writ of Subpoena directed to the respondents within the State and an Order of Publication directed to the absent respondents commanding them to be and appear in this Honorable Court at some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

Respectfully submitted,

Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street,
Annapolis, Md.
Solicitor for Complainants

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 79 PAGE 230

ORDER OF PUBLICATION

William N. Jennings, et al	:	
	:	
vs	:	
CHARLES JOHNSON, Philadelphia, Pa.	:	
REUBEN STEWART, Philadelphia, Pa.	:	
Fanny JENNINGS, Address Unknown	:	IN THE CIRCUIT COURT
JOHNSON GLENN, Severna Park, Md.	:	
HARVEY GLENN, Severna Park, Md.	:	
THOMAS H. GLENN, Severna Park, Md.	:	FOR
JOHNSON GLENN, Jr., Severna Park, Md.	:	
Leonard Glenn, Severna Park, Md.	:	
ROBERT HUGHES, Address Unknown	:	ANNE ARUNDEL COUNTY
HERMAN F. WILLIAMS, Earleigh Heights, Md.	:	
EDWARD WILLIAMS, Marley, Md.	:	
CLIFTON WILLIAMS, Severna Park, Md.	:	
BESSIE W. HUDSON, Baltimore, Md.	:	IN EQUITY NO. 10,301
RAYMOND WILLIAMS, Marley, Md.	:	
WILLIAM N. WILLIAMS, Baltimore, Md.	:	
ROGER WILLIAMS, Baltimore, Md.	:	
NAOMIA WILLIAMS, Severna Park, Md.	:	
JESSIE WILLIAMS, Severna Park, Md.	:	
FLOYD WILLIAMS, Address Unknown	:	
	:	

Filed 20 Aug. 1951

The purpose of this suit is to effect a partition of various real property located in the Third Election District of Anne Arundel County formerly owned by Thomas H. Jennings and Georgianna Jennings. The bill recites that the parties to the suit are tenants in common of a tract of land containing 11-1/2 Acres more or less which was conveyed by D. R. Randall to the complainants and others by deed dated November 20, 1916, and recorded

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

among the Land Records in Liber G.W. No. 52 Folio 338. Further that the parties to the suit are tenants in common in a certain tract originally containing 12.45 acres which was tentatively divided by deed of partition dated December 17, 1917, and recorded in Liber G.W. No. 149 Folio 259 between Joshua Henson and wife who took 6.45 Acres and the husband and then living children of George W. Jennings who took 6 Acres. The partition, however, was ineffectual because various of Georgianna's then living heirs were not included in the deed.

The bill further states that the parties also have an equitable interest in a four acre tract which was devised by Thomas H. Jennings to his daughters, Sarah Harriss and Daisy Gray who have since died intestate, the former without issue.

It is alleged that the tracts are incapable of division without loss to the parties involved, and that a public sale of the land and a division of the proceeds among those in interest should be made.

The Court is asked to confirm the said partition between Joshua Henson and the living children of Georgianna Jennings and thereby decree the 6 Acres portion as vesting in the said Georgianna's heirs; that a public sale of the three tracts of land be ordered and the proceeds divided amongst the parties as their interests appear; that notice to creditors of deceased heirs be published; and for further relief as the case may require.

IT IS THEREUPON, this 20 day of August, 1951, ordered by the Circuit Court for Anne Arundel County in Equity, that the Complainants by causing a copy of this Order to be inserted in some newspaper published in said County once in each of four successive weeks before the 24 day of September, 1951, give notice to the said absent Respondents of the object and circumstances of this Bill, warning them to appear in this Court in person or by solicitor, on or before the 10 day of October, next, to show cause if any why a decree ought not to be passed as prayed.

John H. Hobbins, 3rd, Clerk

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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WILLIAM N. JENNINGS, et al.	:	NO. 10,301 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
CHARLES JOHNSON, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER OF REUBEN STEWART

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Reuben Stewart, one of the respondents herein, to the bill of complaint filed against him in this cause exhibited, respectfully represents unto Your Honors:

That he admits the matters and facts set forth in said bill of complaint and consents to the passage of such decree as may be right and proper in the premises.

AND AS IN DUTY BOUND, ETC.

Reuben Stewart
Reuben Stewart, Respondent

Albert J. Goodman
Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Reuben Stewart,
Respondent

I hereby certify that I mailed a copy of the foregoing answer to Eugene M. Childs, solicitor for the complainants, 192 Duke of Gloucester Street, Annapolis, Maryland, this 5th day of October, 1951.

Albert J. Goodman
Solicitor for Reuben Stewart,
Respondent

Filed 5th Oct. 1951

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IN THE NAME OF GOD AMEN.

I, THOMAS H. JENNINGS of Anne Arundel County, State of Maryland, declare and publish this to be my last will and testament, and do hereby revoke any will or codicil heretofore by me made.

1st. I give and bequeath to each of my following children, William Nimrod Jennings, John Henry Jennings, Vinton Jennings, and Howard Jennings the sum of ONE DOLLAR.

2nd. I give and devise to my grand son, Johnson Glenn, the son of my daughter, deceased, Mamie Johnson, TWO ACRES of land from a ten acre lot purchased by me from Frank Mantley, situate in the Third Election District of Anne Arundel County, Maryland. The said ten acre lot is to have cut off two acres of land and the same conveyed to my son Vinton Jennings, who is purchasing the same from me.

3rd. I give and devise to each of my daughters, Sarah Harris, Bessie Williams, and Daisy Gray TWO ACRES apiece from the same mentioned ten acre lot.

4th I give and bequeath to each of my last mentioned children in the third paragraph all of my personal effects of whatever character, to be divided equally among them.

5th I nominate and appoint Robert Sye of Earleigh Heights, Anne Arundel County, Maryland as my Executor of this my last will and testament.

6th. I do hereby empower my Executor or whoever shall qualify to administer this my last will and testament, the right to execute a good and sufficient deed conveying to my son Vinton the said TWO ACRES of land mentioned as being purchased from me by him, in event that I should die before the completion of the payment and the conveying by me to him the said land.

SIGNED, PUBLISHED AND DECLARED TO BE MY LAST WILL AND TESTAMENT this 3rd day of April, in the year of 1918

his
Thomas H. X Jennings (SEAL)
mark

tTEST AS TO THE SIGNATURE OF THE TESTATOR
BY HIS CROSS MARK

R. Newton Moore.

PLAINTIFFS' EXHIBIT "I"

Examiner's Exh. 4. E Klinwaus 1/30/52

Filed 3 Jan., 1952.
Re-filed 9 Feb., 1952.

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We, The undersigned subscribers have hereunto set our hands this 3rd day of April in the year of 1818 in the presence of the testator, at his request and in the presence of each other as witnesses of this the last will and testament of the testator.

R. Newton Moore

Amanda Howard

Wm. H. Howard.

THIS CODICIL made this 9th day of August, in the year of 1919 by me the testator and is to be part of my last will and testament made prior to this writing, disposing of all of my property real, personal and mixed, .

I alter, change all of that part of my will disposing of my personal estate and to read as follows.

I bequeath and to my beloved wife, Rebecca Jennings all of the money that now have in the Farmers National Bank at Annapolis, Md.

The said bequeath is to be taken in lieu of Dower, that is the provision of disposing of my realty to stand as set forth in my last will.

Witness my hand and seal this - day of August in the year of 1919

Thomas H. his X mark Jennings (SEAL)

TEST as to mark of Thos. H. Jennings

Wm. H. Howard.

Signed, Sealed, Published and Declared to be the codicil to the last Will and testament of the testator in our presence and in the presence who at his request have hereunto attached our signatures as attesting Witnesses , In his presence and in the presence of each other.

Wm. H. Howard

Amanda Howard

//

LIBER 79 PAGE 235

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Thomas H. Jennings, late of said County, deceased, ~~together with the codicil thereunto attached, and also the evidence adduced as to its validity,~~ stricken out in error the petition of the living heirs orders and decrees this 10th day of September, 1929, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Thomas H. Jennings, deceased.

JUDGES O. E. Owens A.J.

W. B. Elliott A.J.

MEYER & THALHEIMER BALTIMORE, MD.

STATE OF MARYLAND

Anne Arundel County

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Thomas H. Jennings *late of said County deceased taken from* the original being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 14th *day of* November *in the year of our Lord, nineteen hundred and fifty-one.*

R Glenn Prout

Register of Wills for Anne Arundel County

This Deed made this 20th day of November in the year Nineteen Hundred and six, by and between Daniel R. Randall, Trustee, as hereafter mentioned of the first part, and Wm, N. Jennings, Daisy J. Gray, Thomas E. Jennings, John H. Jennings, Mary E. Glenn, Howard Jennings, Vincent Jennings, Sarah Elizah Jennings and Bessie Jennings, children and heirs at law, of Georgianna Jennings, deceased, of the second part, all of Anne Arundel County, Md., Witnesseth.

Whereas by a decree of the Circuit Court for Anne Arundel County in Equity, dated the 15th day of November 1906, and passed in a cause therein depending wherein Thomas H. Jennings and others were complainants and Howard Jennings, Joshua Henson and others were defendants and numbered 2812 Equity therein, the said Daniel R. Randall was appointed trustee for the purpose, among other things, of conveying unto the parties of the second part, the property thereinafter mentioned and described.

And Whereas the said trustee hath complied with all the other prerequisites of said decree and is prepared to carry into effect the trusts in him by said decree reposed.

Now This Deed Witnesseth, that for and in consideration of the premises and the sum of Five Dollars to him paid, and under the authority to him reposed by said decree, the said Daniel R. Randall, trustee, as aforesaid, doth hereby grant and convey unto the said William N. Jennings, Daisy J. Gray, Thomas E. Jennings, John H. Jennings, Mary E. Glenn, Howard Jennings, Vincent Jennings, Sarah Eliza Jennings and Bessie Jennings, xhildren and heirs-at-law of Georgianna Jennings, deceased, all the right, title, interest and estate of the parties to said proceedings and each of them, in and to all that tract of land lying, being and situate in the Third Election District of Anne Arundel County and near Earleigh Heights upon the line of the Maryland Electric Railways Company, formerly the Baltimore and Annapolis Short Line Railroad, and more particularly described as follows:

Filed 9 Nov. 1951
Re-filed 9 Feb, 1952

PLAINTIFFS' EXHIBIT "A"
Examined & Ctfd No 1. Filed 1/30/52

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BEGINNING for the outline thereof at a planted stone the beginning point in the deed from Addison Johnson and wife to Thomas H. Jennings and Joshua Henson, dated the 18th day of January, 1896, and recorded in Liber S.H. No. 27 at folio 504 &c., which is now located in the old right-of-way of the Short Line Railroad, and running thence north 86 degrees west 18 perches thence south 58 perches to a stone, thence north 64-3/4 degrees east 62-1/2 perches to apoint in the division line between the property hereby conveyed and that of Joshua Henson lying on the northeast thereof; thence with said division line north 28 degrees west 34-1/10 perches to a stone planted at a small bridge on the side of a private road; thence south 67 degrees west 14-4/10 perches to intersect the eastline of the old Railroad right of way; thence north 59 degrees west 10-84/100 perches, more or less, and across the said old right-of-way to the point of beginning, containing 11 acres of land, more or less, exclusive of the Railroad's new right-of-way mentioned in said Equity proceedings and more fully described in a deed to be given by the said trustee to the said Railroad Company. Also all the right, title, interest and estate of the parties to the said proceeding, in and to one half of a triangular lot of ground lying on the eastern outline of the above described property and claimed by abutting owners, said to contain two acres of ground more or less. The same being a portion of a twenty-five acre tract conveyed by Addison Johnson and wife to Thomas H. Jennings and Joshua Henson, by their deed dated January 18th, 1886, and recorded in Liber S. H. No. 27, folio 504, one of the Land Records of Anne Arundel County aforesaid.

Together with the buildings and improvements thereon made and being and all the rights, ways, waters, privileges and appurtenances unto the said belonging or appertaining.

To Have and To Hold the above described tract of land with its appurtenances to and unto the said grantees their heirs and assigns forever, subject to the life estate of the said Thomas H.

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Jennings therein, but freed from all claim, right or interest of any other parties to this proceeding.

As Witness the hand and seal of Daniel R. Randall, Trustee, as hereunafter mentioned.

Witness: Bertie A. Baldwin; Daniel R. Randall, (Seal) Trustee.

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

I hereby certify this 20th day of November in the year 1906, that before the subscriber, a Notary Public, in and for the County aforesaid, personally appeared Daniel R. Randall, Trustee, and Acknowledged the foregoing to be his act and deed as therein set forth.

As witness my hand and seal notarial.

Bertie A. Baldwin,

Notary Public.

(Notary's Seal)

Recorded 20th November, 1906.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that the aforegoing DEED is truly taken and copied from Liber G. W. No. 52, folio 338, 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 November, A. D., 1951.

John H. Hopkins, 3d.
CLERK.

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This Deed made this Twenty Eighth day of May in the year One thousand Eight hundred and Ninety four by Addison Johnson and Isabella Johnson his wife of Anne Arundel County in the State of Maryland of the first part and Josh Henson & Georganna Jennings wife of Thomas Jennings all of Anne Arundel County State of Maryld of the second and last part. Witnesseth that in Consideration of the Sum of One hundred and twenty dollars in hand paid the receipt of which is hereby acknowledged the said Addison Johnson & Isabella Johnson his wife do grant unto the said Josh Henson and Georganna Jennings of Said County & State, their heirs and assigns in fee simple, all that piece or parcel of ground situate lying and being in 3rd Election Dist of County aforesaid and described as follows to wit: Beginning for the outlines of same at a stone on the North East corner of Wm Jennings lot and in the 2nd line of Robert Wallace's lot S 87° E 46perches to a stone South 20 2/3 perches to a stone, North 87° W 17 3/4 perches to the North West corner of Wm Henson's lot thence with said line South 45 1/3 perches to a stone at the North East corner of Thomas Sye's lot, thence on the said lot North 87° W 31 perches to Wm Jennings lot, thence thereon North 2½° E 66 perches to place of beginning, Containing 14 5/8 Acres: less two acres on South End Sold to one Elizabeth Ross, Being a part of the property known as " Widows Sob " Together with the buildings and improvements thereupon erected made or being: and all and every the rights alleys ways, waters privileges appurtenances and advantages, to the Same belonging or in anywise appertaining. To Have and To Hold the piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Josh Henson & Georganna Jennings their heirs & assigns forever in fee simple

And the Said Addison Johnson & Isabella Johnson his wife Covenant

Filed 7 Nov. 1951

PLAINTIFFS' EXHIBIT "B"

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that they will warrant Specially the property hereby granted and that they willexecute Such further assurances of Said Land as may be requisite

Witness the hands and seals of Said grantors on the day and year aforesaid

Test

Addison Johnson (Seal)

Geo E McDonald

Isabella Johnson (Seal)

State of Maryland, Anne Arundel, to Wit

I hereby certify, That on this Twenty Eighth day of May in the year One Thousand Eight hundred and Ninety four before me the Subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Addison Johnson & Isabella Johnson his wife and they acknowledged the foregoing Deed to be their respective act

Geo E McDonald J.P.

Recorded 7 August 1894

STATE OF MARYLAND, ANNE ARUNDEL, SCT:

I HEREBY CERTIFY, That the aforesaid Deed is truly taken and copied from Liber S.H. 47 Folio 485 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 7th day of November A.D. 1951.

John H. Hopkins, 3d.

John H. Jopkins, 3rd., Clerk

This Deed Of Partition made this 17th. day of December, 1917, by and between Joshua Henson and Hannah Henson, his wife, of Anne Arundel County, State of Maryland, of the first part; and Thomas Jennings, Widower of Georgianna Jennings, William N. Jennings, Widower, John H. Jennings and Eliza Jennings, his wife, Howard Jennings and Emma Jennings, his wife, Vinton Jennings and Geneva Jennings, his wife, Daisy Gray and Lorenzo Gray, her husband, Bessie Williams and Edward Williams, her husband, Sarah L. Harris, Widow, all of Anne Arundel County, State of Maryland, of the second part.

Whereas, the said Joshua Henson and the late Georgianna Jennings became vested of title to a tract of land containing 12.45 acres, more or less, situated near Earleigh Heights, in the Third Election District of Anne Arundel County, Maryland, by Deed from Addison Johnson, dated May 28, 1894, and recorded among the Land Records of said County in Liber S. H. No. 47 folio 485, the said grantees taking said title as tenants in common; and

Filed 9 Nov. 1951
Re-filed 9 Feb., 1952

Whereas the said Georgianna Jennings has departed this life, intestate, leaving surviving the above named Thomas Jennings, her husband, and the other above named parties of the second part as her only children and heirs at law, and their husbands and wives respectively, and

Whereas, the said Joshua Henson and the said parties of the second part have mutually agreed to divide and partition among themselves the above described tract, and to that end have a survey and plat made of said tract dividing it into two separate parcels, as shown by the said plat thereof made by J. Carson Boush, Surveyor, and recorded with this Deed, the said Joshua Henson to receive a full and complete title to the parcel of 6.45 acres, designated as No. 2 on said plat, and the said parties of the second part to receive full and complete title to the 6 acre parcel, designated as No. 1 on said plat.

Now, therefore, This Deed Witnesseth:- That in consideration of the premises and of the sum of one Dollar ($1.00), the receipt whereof is hereby acknowledged, the said party of the second part, does

PLAINTIFFS' EXHIBIT "C"

Examined: Exh. 2. E. Clawans 1/30/52

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hereby grant and convey unto the said Joshua Henson, his heirs and assigns, in fee simple, all their respective right, title, interest and estate in and to the parcel of land containing 6.45 acres,more or less, designated as No. 2 on the plat hereto attached, and described as follows, namely:-

Beginning for the same at a stone at the end of the third line of the whole lot and running from thence and with the fourth line south 1 degree 30 minutes West, 575 feet; thence leaving said line and running North 85 degrees West, 500 feet to a stone in the sixth line; thence with the said line North 4 degrees East, 569 feet to a stone; thence leaving said line and running across the whole lot South 85 degrees 30 minutes East, 481 feet to the place of beginning. Containing 6.45 acres of land, more or less.

And the said parties of the first part do hereby grant and convey unto the said Thomas Jennings, William N. Jennings, John H. Jennings, Howard Jennings, Vinton Jennings, Daisy Gray, Bessie Williams and Sarah L. Harris, their heirs and assigns, in fee simple.

all that parcel of land, containing 6 acres, more or less, designated as No 1 on the plat hereto attached, and described as follows, namely:-

Beginning for the same at a stone the beginning of the whole lot, and running from thence and with the outline South 85 degrees 30 minutes East, 759 feet; thence South 1 degree 30 minutes West,341 feet; thence North 85 degrees 30 minutes West, 773.5 feet to a stone in the sixth line of the whole lot; thence with said line North 4 degrees East, 347 feet to the place of beginning. Containing 6 acres of land, more or less.

Together with the buildings and improvements on the above described parcels of land, respectively, and all of the rights, and appurtenances thereto belonging, or in anywise appertaining.

To Have And To Hold the above described lot No.2 unto the said Joshua Henson, his heirs and assigns, in fee simple; and To Have And To

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Hold the above described lot No. 1 unto the said above named grantees of said parcel, their heirs and assigns, in fee simple.
And the said Grantors of the said respectively parcels of land, do hereby respectively covenant that they will Warrant Specially the title to the said respective parcels, and that they will execute such other or further assurances of the same as may be requisite.
Witness the hands and seals of the said Grantors.

Witness:°	Joshua his x mark Henson	(SEAL)
Laura R. Jickling.	Hannah her x mark Henson	(SEAL)
	Thomas his x mark Jennings	(SEAL)
	William N. Jennings	(SEAL)
	John H. Jennings	(SEAL)
	Eliza her x mark Jennings	(SEAL)
	A. Vinton Jennings	(SEAL)
	Geneva Jennings	(SEAL)
	Howard Jennings	(SEAL)
Test: as to signature of Emma Jennings Julius G. J. Gude. J.P.	Emma Jennings	(SEAL)
	Bessie Williams	(SEAL)
	Howard Williams	(SEAL)
	Sarah L. Harris	(SEAL)
	Daisy Gray	(SEAL)
Witness:	Lorenzo Gray	(SEAL)
Theodore Richardson.		

State of Maryland, Anne Arundel County, To Wit:
I hereby certify, that on this 17th day of December, 1917, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joshua Henson and Hannah Henson, his wife, Thomas Jennings, Widower, William N. Jennings,

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Widower, John H. Jennings and Eliza Jennings, his wife, Howard Jennings and Emma Jennings, his wife, Vinton Jennings and Geneva Jennings, his wife, Bessie Williams and Edward Williams, her husband, and Sarah L. Harris, and severally acknowledged the aforegoing deed to be their respective act.

Witness my hand and Seal Notarial.

Laura R. Jickling, Notary Public

(Notary Seal).

State of Pennsylvania, City of Philadelphia, To-Wit:

I hereby certify that on this 30th day of August 1918, before the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, personally appeared Daisy Gray and Lorenzo Gray, her husband, and each acknowledged the aforegoing deed to be their act.

Witness my hand and Seal Notarial.

(Notary Seal) Theodore Richardson, Notary Public.

Commission Expires Jan. 21, 1919.

Recorded 3rd. Sept. 1918.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber G. W. No. 149, folio 259, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and the Official Seal of the Circuit Court for Anne Arundel County, this 8th day of November, A. D., 1951.

John N. Hopkins, 3d.
CLERK.

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(.50 Rev. Stamp)

This Deed, Made this 17th. day of December, 1917, by and between Joshua Henson and Hannah Henson, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Grantors"; and John Henry Jennings, also 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 is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, his heirs and assigns, in fee simple.

All that tract or parcel of land, situated in the Third Election District of Anne Arundel County, Maryland, which is particularly described as follows:- according to a survey and plat thereof made by J. Carson Boush, Surveyor, in November, 1917, namely:-

Beginning for the same at a stone at the end of the third line of the whole lot and running from thence and with the fourth line South 1 degree 30 minutes West, 575 feet; thence leaving said line and running North 85 degrees West, 500 feet to a stone in the sixth line; thence with said line North 4 degrees East, 569 feet to a stone; thence leaving said line and running across the whole lot South 85 degrees 30 minutes East, 481 feet to the place of beginning. Containing 6.45 acres, more or less.

Filed 9 Nov., 1931

Being the same property which was conveyed unto the said Joshua Henson by Thomas Jennings, Widower, et al., by deed dated and left for record simultaneously with these presents.

Together with the buildings and improvements thereon and all of the rights and appurtenances thereto belonging, or in anywise appertaining.

To Have And To Hold the above described property unto the said John Henry Jennings, his heirs and assigns, in fee simple.

And the said Grantors do hereby covenant that they will Warrant Specially the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

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PLAINTIFFS' EXHIBIT "D"

Witness the hands and seals of the said Grantors.

WITNESS:

Laura R. Jickling

his
Joshua X Henson (SEAL)
mark

her
Hannah X.Henson (SEAL)
mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 17th day of December, 1917, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joshua Henson and Hannah Henson, his wife, and each acknowledged the aforegoing deed to be their act.

Witness my hand and Seal Notarial.

(NOTARY SEAL)

Laura R. Jickling, Notary Public

Recorded 3rd. Sept. 1918.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 149, folio 262, 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 7th day of November A.D., 1951.

John H. Hopkins, 3d Clerk

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THIS DEED, made this 24th day of Febry in the year of Our Lord, Nineteen hundred and thirteen, by Frank Mantley and Ella M. Mantley his wife, of Baltimore City in the State of Maryland, parties of the first part, Charles J. Bonaparte of Baltimore County in the State of Maryland, of the second part and Thomas H. Jennings and Laura Jennings, his wife, of Anne Arundel County in the State of Maryland of the third part; witnesseth.-

Whereas Frank Mantley is the owner of the hereinafter described property in Anne Arundel County in the State of Maryland, subject, however, with other property to the operation and effect of a certain mortgage from Geo. Nicholson and wife and said Mantley to Charles J. Bonaparte, dated the fifteenth day of October A.D. 1889, and recorded in Liber S.H. No. 35- folio 564 &c., among the Land Records of Anne Arundel County, and has sold the lot hereinafter described to the said Thomas H. Jennings and wife and the said mortgagee has agreed to unite in the execution of these presents for the purpose of releasing the hereinafter described part of said mortgaged property from the lien of said mortgage to the end that the said Thomas H. Jennings and wife may acquire an unencumbered title thereto in fee simple.-

Filed 9 Nov. 1951
Re-filed 9 Feb. 1953

NOW THEREFORE in consideration of the premises and of the sum of five dollars to them in hand paid the said Frank Mantley and Ella M. Mantley his wife and Charles J. Bonaparte the said parties of the first and second part do hereby grant unto the said Thomas H. Jennings and Laura Jennings his wife as tenants by the entireties, and to their assigns, and the survivor of them and the heirs and assigns of such survivor in fee simple, all that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County which is described as follows: Beginning for the same at the Southwest corner of the whole tract and running thence on an outline thereof,-south 57½ degrees East, fifty one and two tenths perches; thence North 2½ degrees East thirty six perches; thence North 57½ degrees west fifty one and two tenths perches to intersect an outline of the whole tract and thence bounding on the same, South 2½ degrees west thirty six perches to the beginning, containing ten acres of land. For title see deed from Charlotte Nicholson and others dated January 25th 1909, and recorded among the Land Records of Anne Arundel County

PLAINTIFFS' EXHIBIT "E"

in Liber G.W. No. 70-folio 156.-

Together with all the buildings and improvements thereon, and all the rights, ways, waters, easements privileges and appurtenances thereto belonging or in any wise appertaining.-

To Have and To Hold the same unto the said Thomas H. Jennings and Laura Jennings his wife and their assigns and to the survivor of them and the heirs and assigns of such survivor in fee simple free, clear and discharged from the lien of the said mortgage to Charles J. Bonaparte above mentioned.-

And the said parties of the first and second parts hereto covenant that they will respectively warrant specially the property hereby granted and will execute such further assurances thereof as may be requisite.-

It is expressly understood and agreed between all the parties hereto that the lien and claim of the said Charles J. Bonaparte for the balance due under his said mortgage upon all the residue of the land therein described is not released or otherwise affected by these presents but remains as to said residue, except in so far as part thereof may have been released by said Charles J. Bonaparte by deed heretofore executed and recorded, in full force and effect.-

WITNESS our hands and seals.-

TEST:-

Armstead M. Webb-

Paul M. Burnett;-

Frank X Mantley (his mark) (SEAL)

Ella M. Mantley (SEAL)

Charles J. Bonaparte (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SCT:-

I HEREBY CERTIFY that on this 24th day of February in the year of Our Lord, Nineteen hundred and thirteen before the subscriber, a Notary Public of the State of Maryland, duly appointed and qualified residing in said City and State, personally appeared Frank Mantley and Ella M. Mantley his wife and Charles J. Bonaparte and each acknowledged the foregoing deed to be their respective act.-

Witness my hand and Seal Notarial.-

(NOTARY'S SEAL) Armstead M.Webb-Notary Public

Recorded 27th March, 1913.

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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. 96, folio 270, 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 7th day of November A.D., 1951.

John N. Hopkins, 3d Clerk

25

THIS CONFIRMATORY DEED, Made this 6th day of March in the year Nineteen Hundred and Twenty-eight, by and between Thomas H. Jennings and Rebecca Jennings, his wife, of Anne Arundel County, State of Maryland, Grantors, and Bessie Williams, widow, of said County and State, Grantee.

WHEREAS, said Thomas H. Jennings by his deed dated May 8th, 1923, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 78, folio 269, conveyed a lot of ground containing two acres of land, more or less, in which said deed said lot was erroneously described; and whereas the said Grantors desire to correct said description and confirm in the said Bessie Williams the title to the lot of ground intended to be conveyed by said deed.

NOW THEREFORE THIS CONFIRMATORY DEED WITNESSETH, That the said Thomas H. Jennings and Rebecca Jennings, his wife, do hereby grant and confirm unto the said Bessie Williams, her heirs and assigns, in fee simple, all that lot of ground situate in the Third Election District of Anne Arundel County particularly described according to a survey thereof made by J. Carson Bousch, Surveyor, as follows:

Filed 9 Nov., 1951

BEGINNING for the same at a stake in the first line of the whole tract distant four hundred sixty-one feet from a stone at the end of said line and running from thence and with said line the reverse thereof north fifty-seven degrees west one hundred seventy-five feet, thence leaving said line and running across the whole lot north thirty-six degrees thirty minutes east four hundred ninety-four feet, thence south fifty-seven degrees east one hundred seventy-five feet; thence south thirty-six degrees, thirty minutes west four hundred ninety-four feet to the place of beginning. Containing two acres of land more or less.

BEING a portion of the same tract of land that was granted and conveyed by Frank Mantley, et al, to the said Thomas H. Jennings by deed dated February 24, 1913, recorded among the Land

PLAINTIFFS' EXHIBIT "F"

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Records of Anne Arundel County in Liber G. W. No. 96, folio 270, and being also the same Lot that was intended to be conveyed by the said Thomas H. Jennings to the said Grantee by deed dated May 8, 1923, recorded in Liber W.N.W. No. 78 folio 469.

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

TO HAVE AND TO HOLD the above described property unto and to the use of the said Bessie Williams, 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 other and further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

Witness: Thomas H. his X mark Jennings,

E. W. Stoll

George Hudson Rebecca her X mark Jennings

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of March, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Thomas H. Jennings and Rebecca Jennings, his wife, the Grantors named in the aforegoing Confirmatory Deed and they acknowledged the same to be their act.

AS WITNESS my hand and Seal Notarial.

E. W. Stoll,

(Notary Seal) Notary Public.

Recorded 8 March, 1928- 9 A.M.

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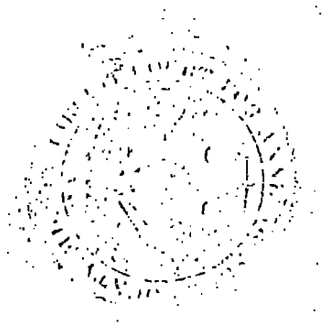
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, THAT THE AFOREGOING DEED is truly taken and copied from Liber F. S. R. No. 24, folio 402, 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 6th day of November, A. D., 1951

John N. Hopkins, 3d.

CLERK

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LIBER 79 PAGE 253

THIS DEED made this 23rd day of January, 1924, by and between Thomas J. Jennings, Widower, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Grantor"; and Johnson Glenn, also of said County and State, of the second part, hereinafter called "Grantee".

WITNESSETH: That in consideration of love and affection on the part of the said Grantor for the said Grantee, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his heirs and assigns, in fee simple, all that lot or parcel of ground located in the Third Election District of Anne Arundel County, Maryland, which is particularly described as follows, according to the survey thereof made by J. Carson Boush, Surveyor, in January, 1924, namely.

BEGINNING for the same at a stake in the second line of the whole tract distant one hundred and ninety feet from the beginning of said line, and running from thence and with said line North 5 degrees East, 254 feet; thence leaving said line and running North 38 degrees West, 222 feet; thence South 36 degrees 30 minutes West, 254 feet; thence South 48 degrees 30 minutes East 340 feet to the place of beginning. Containing two acres of land, more or less.

Filed 9 Nov. 1951

BEING a portion of the same property which was conveyed unto the said Thomas H. Jennings by Charles J. Bonaparte and others, by deed dated _____, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 96 folio 170.

TOGETHER with the buildings and improvements thereon, and all of the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Johnson Glenn, his heirs and assigns, in fee simple, Subject, However, to the life estate in said property of the said Grantor, which is hereby reserved.

AND the said Grantors does hereby covenant that he will Warrant Specially the title to the property hereby conveyed and that he will execute such other or further assurances of the same as may be requisite.

PLAINTIFFS' EXHIBIT "G"

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WITNESS the hand and seal of the said Grantor.

Witness — Thomas H. Jennings His X Mark (SEAL)

Geo. R. Thomas

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

I HEREBY CERTIFY that on this 23rd day of February, 1923, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Thomas H. Jennings, Widower, and duly acknowledged the aforegoing deed to be his act.

WITNESS my hand and seal Notarial

(NOTARY SEAL) Geo. R. Thomas, Notary Public

Recorded 1st. March, 1924, at 9 o'clock A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 82, folio 37, 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 6th day of November A.D., 1951.

John N. Hopkins, 3rd Clerk

(NO STAMPS REQUIRED)

THIS DEED Made this 15th day of March in the year of 1920 by Thomas H. Jennings and Rebecca Jennings, his wife, of Anne Arundel County, State of Maryland of the first part; and Vinton Jennings of the said County and State of the second part.

NOW WHEREAS the said Thomas H. Jennings having been seised and possessed in fee of a certain tract of land situate in the Third Election District of Anne Arundel County by the entirety, according to a deed from Frank H. Mantley and wife et al. executed the 24th day of February 1913 and recorded in Liber G. W. 96 Folio 270 one of the land records of Anne Arundel County.

WHEREAS the said Thomas H. Jennings was at the time of said Conveyance was married to Laura Jennings, who since the execution and recording of said Conveyance died and the said Thomas H. Jennings having again married to Rebecca Jennings one of the grantors.

NOW witnesseth that in consideration of the premises and the sum of TEN DOLLARS PAID BY THE party of the second part to the parties of the first part the receipt of which is hereby acknowledged by the said first parties who do by these presents bargain, grant, sell and convey unto the said second party all of that piece or parcel of land situate in the Third Election District of Anne Arundel County and is described by metes and bounds, courses and distances according to a survey recently made by J. Carson Boush, a competent surveyor and is described as follows:

BEGINNING for the same at a stone at the end of the first line of the whole tract and running from thence and with the second line NORTH 2° 45' EAST 190 feet to a stake thence leaving said line and running NORTH 48° 30' WEST 340 feet to a stake; thence SOUTH 36° 15' WEST 240 feet to intersect the aforesaid line SOUTH 57° 15' EAST 461 feet to the place of beginning containing two acres of land more or less, being part of the said mentioned conveyance from Frank H. Mantley et al. as above mentioned.

Filed 7 Nov., 1951.

PLAINTIFFS' EXHIBIT "H"

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TOGETHER with the building, improvements, roads, waters, rights ways, appurtenances thereon or in any wise appertaining.

AS WITNESS Our Hands and Seals the day and the date above mentioned.

TEST:

OSCAR L. HATTON

His
THOMAS H. X JENNINGS (SEAL)
Mark

Her
REBECCA X JENNINGS (SEAL)
Mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 15th day of March in the year of 1920 before me, the subscriber, a Justice of the Peace in and for the State and County aforesaid personally appeared Thomas H. Jennings and Rebecca Jennings, his wife, and acknowledged the foregoing to be their act and deed.

As Witness my hand

OSCAR L. HATTON

JUSTICE OF THE PEACE.

Recorded- 19th-Dec.-1946-at-2:30-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY,SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from J.H.H. No. 392 Folio 285 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 6th day of November A.D., 1951.

John H. Hopkins, 3rd Clerk

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IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY No. 10,301
WILLIAM N. JENNI: et al
Vs.
CHARLES JOHNSON, Philadelphia, Pa., REUBEN STEWART, Philadelphia, Pa., FANNY JENNINGS, Address Unknown, JOHNSON GLENN, Severna Park, Md., HARVEY GLENN Severna Park, Md., THOMAS H GLENN, Severna Park, Md., JOHNSON GLENN, JR., Severna Park, Md. LEONARD GLENN, Severna Park Md., ROBERT HUGHES, Addres Unknown, HERMAN F. WILLIAMS Earleigh Heights, Md., EDWARI WILLIAMS, Marley, Md., CLIFTON WILLIAMS, Severna Park, Md. BESSIE W. HUDSON, Baltimore, Md. RAYMOND WILLIAMS, Marley, Md. WILLIAM N. WILLIAMS, Baltimore, Md., ROGER WILLIAMS, Baltimore, Md., NAOMIA WILLIAMS, Severna Park, Md., JESSIE WILLIAMS, Severna Park, Md., FLOYD WILLIAMS, Address Unknown.

Filed 15 Jan., 1952.

ORDER OF PUBLICATION

The purpose of this suit is to effect a partition of various real property located in the Third Election District of Anne Arundel County formerly owned by Thomas H. Jennings and Georgianna Jennings. The bill recites that the parties to the suit are tenants in common of a tract of land containing 11-½ Acres more or less which was conveyed by D. R. Randall to the complainants and others by deed dated November 20, 1916, and recorded among the Land Records in Liber G. W. No. 52 Folio 338. Further that the parties to the suit are tenants in common in a certain tract originally containing 12.45 acres which was tentatively divided by deed of partition dated December 17, 1917, and recorded in Liber G. W. No. 149 Folio 259 between Joshua Henson and wife who took 6.45 Acres and the husband and then living children of Georgianna Jennings who took 6 Acres. The partition, however, was ineffectual because various of Georgianna's then living heirs were not included in the deed.

The bill further states that the parties also have an equitable interest in a four acre tract which was devised by Thomas H. Jennings to his daughters, Sarah Harriss and Daisy Gray who have since died intestate, the former without issue.

It is alleged that the tracts are incapable of division without loss to the parties involved, and that a public sale of the land and a division of the proceeds among those in interest should be made.

The Court is asked to confirm the said partition between Joshua Henson and the living children of Georgianna Jennings and thereby decree the 6 Acres portion as vesting in the said Georgianna's heirs; that a public sale of the three tracts of land be ordered and the proceeds divided amongst the parties as their interests appear; that notice to creditors of deceased heirs be published; and for further relief as the case may require.

IT IS THEREUPON, this 20th day of August, 1951, ordered by the Circuit Court for Anne Arundel County in Equity, that the Complainants by causing a copy of this Order to be inserted in some newspaper published in said County once in each of four successive weeks before the 24th day of September, 1951, give notice to the said absent Respondents of the object and circumstances of this Bill, warning them to appear in this Court in person or by solicitor, on or before the 10th day of October, next, to show cause if any why a decree ought not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
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OFFICE OF LIBER 79 PAGE 257

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1952

We hereby certify, that the annexed Order of Publication Equity No. 10,301 William N. Jennings

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 24th day of September, 1951. The first insertion being made the 22nd day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie L. Carlson

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WILLIAM N. JENNINGS, et al	:	NO. 10301 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
CHARLES JOHNSON, et al	:	ANNE ARUNDEL COUNTY

PETITION FOR DECREE PRO CONFESSO AND LEAVE TO TAKE TESTIMONY

To the Honorable, the Judges of said Court:

The petition of William N. Jennings respectfully represents unto your Honors:

That all of the respondents who are Maryland residents have been personally served with a copy of the Bill of Complaint.

That all non-residents and those for whom no address is known have been notified through an Order of Publication published in the Evening Capital.

That none of the said respondents, other than Rubin Stewart, has filed an answer, although time for filing same has expired.

Wherefore your petitioner prays your Honors that a Decree Pro Confesso may be granted against all respondents with the exception of Rubin Stewart, who has filed an answer, and that leave may be granted to take testimony to support the allegations of the Bill of Complaint before one of the standing Examiners of this Honorable Court.

Respectfully submitted.

Eugene M. Childs

Eugene M. Childs
Solicitor for Complainants

ORDER

ORDERED this 29th day of January, 1952, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing petition, that

Filed 29 Jan., 1952.

Filed 29 Jan., 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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DECREE PRO CONFESSO be and it is hereby entered against all of the respondents in the above mentioned cause, with the exception of Rubin Stewart; and it is hereby adjudged, ordered, and decreed that the said complainants take testimony before one of the standing Examiners of this Court to prove the allegations set forth in the aforesaid Bill of Complaint.

Benjamin Michaelson JUDGE

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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WILLIAM N. JENNINGS, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
CHARLES JOHNSON, ET AL.	:	No. 10,301 Equity

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

TESTIMONY ON BEHALF OF

THE PLAINTIFFS

January 29, 1952

Filed 9 Feb., 1952.

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiffs.

Mr. Albert J. Goodman, Solicitor for Reuben Stewart.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Joseph D. Lazenby, pages 2, 3, 4.

John H. Jennings, pages 4, 5, 6, 7,8,9,10,11.

Johnson Glenn, Jr., pages 11,12,13.

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Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. What is your name and residence?

A. Joseph D. Lazenby, 105 Scott Drive, Annapolis, Md.

2. What is your occupation?

A. Real Estate.

3. How long have you been engaged in that business?

A. Twenty years.

4. Where have you been engaged in that business?

A. Annapolis and Anne Arundel County.

5. Have you had occasion to buy and sell real estate in the County?

A. Yes, and to act as broker.

6. Have you bought and sold property in the Third Election District of Anne Arundel County?

A. Yes.

7. Are you familiar with the three tracts of land, the first containing 11.5 acres; the second, 6 acres and the third containing 4 acres more or less, which are the subject of this suit?

A. Yes I inspected the property on January 11, with Mr. Jennings.

8. Where is the property located?

A. To the right and left of the Ritchie Highway, just North of Severna Park.

9. Will you describe the 11.5 acre tract?

A. It is a tract of land lying offof any hard surface road, off the Ritchie Highway in the back to the South of the Ritchie Highway. Part of it is on the hilly side and the small part, one-half of it is good tillable land. The rest you would have a hard time making a living from it.

10. Is this land improved?

A. By a dwelling and four outbuildings, all in very poor condition.

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11. Are you familiar with values of land in this area?

A. Yes.

12. What is the value of this particular piece of property?

A. The value of the land in my opinion is $40.00 an acre; the total value of the land $460.00, and $500.00 would be the value of the buildings.

13. Have you determined the value of the 6 acre tract?

A. The 6 acres in question is by far the best land of the three tracts in my opinion and I value that at $100.00 an acre.

14. Is that land improved?

A. That is not improved.

15. What in your opinion is the value of the 4 acre tract on the East side of the Ritchie Highway?

A. The 4 acre tract lies a considerable distance off the Ritchie Highway and I think has little value; $25.00 an acre to that particular tract.

16. Is this tract improved?

A. No improvement.

17. Would you say the 3 tracts are susceptible of division without damage to the heirs or owners?

A. No, your principal item of value is the dwelling and I think it could not be divided in kind to any advantage at all.

18. In your opinion, what should be done?

A. It should be sold as three individual parcels and the proceeds divided.

(Mr. Klawans)

1. What utilities are in the dwelling?

A. None.

2. Does it have electricity?

A. I don't believe it does.

3. Why are the 4 acres worth only $25.00 an acre?

A. It is not served by any road. It is way back on a narrow right of way

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on sombody else's property. The land is undergrown with brush and small trees. The cost of clearing would be more than the value of the land. It is an out of the way development; there is no particular use it could be put to, except the property owner, if he wanted to clear it for farming.

To the General Question under the Rule, the witness answers "No".

Joseph D. Lazenby

****

John H. Jennings, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. What is your name and address?

A. John H. Jennings, Earleigh Heights, Severna Park Post Office, Md.

2. What is your age?

A. 74.

3. Are you one of the complainants in this case?

A. Yes.

4. Who is William N. Jennings?

A. My oldest brother.

5. How old is he?

A. 82 or 83.

6. Who is Howard Jennings?

A. Another brother.

7. How old is he?

A. About 64.

8. Who is Vinton Jennings?

A. My youngest brother.

9. How old is he?

A. 61 or 62.

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10. I show you a Certified copy of a deed dated November 20, 1906, from Daniel R. Randall, Trustee, to William N. Jennings, Daisy J. Gray, Thomas E. Jennings, John H. Jennings, Mary E. Glenn, Howard Jennings, Vincent Jennings, Sarah Eliza Jennings and Bessie Jennings, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52, folio 338, and ask you to identify it?

A. Yes.

11. Is this deed to the 11.5 acres which is the subject of this suit?

A. Yes it is.

(CERTIFIED COPY OF ABOVE DEED MARKED EXAMINER'S EX. 1)

12. Who is Thomas E. Jennings?

A. My dead brother.

13. When did he die?

A. Somewhere around about 1914.

14. Was he married?

A. Yes.

15. What was his wife's name?

A. Fanny.

16. Where is Fanny?

A. Nobody knows.

17. When was she last heard from, do you know?

A. About 30 some years ago.

18. Did they have any children?

A. No.

19. Did Thomas leave a Will?

A. I don't think he did.

20. Who is Mary E. Glenn?

A. My sister.

21. Is she living or dead?

A. She is dead.

22. Do you know the date of her death?

A. 1908.

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23. Did she leave a husband surviving her?

A. Yes.

24. What is his name?

A. Johnson Glenn.

25. How many children did they have?

A. Four living.

26. Who are they?

A. Harvey Glenn, a son, Thomas H. Glenn, a son, Johnson Glenn, Jr., a son, and Leonard Glenn, a son.

27. Are they all over 21 years old?

A. Yes.

28. Did Mary E. Glenn leave a Will?

A. No.

29. Did she leave any children who have since died and left children?

A. No.

30. Did she leave any children who died leaving husbands or wives?

A. Not that I know of.

31. Who was Daisy J. Gray?

A. My sister.

32. Is she living or dead?

A. Dead.

33. When did she die?

A. November 1950.

34. Did she leave any children?

A. She had a girl, Isabella Johnson, who died before she did.

35. Did Daisy Gray leave a husband?

A. Yes her second husband,Reuben Stewart.

36. Do you know where he is?

A. In Philadelphia.

37. Did she leave any children or grandchildren?

A. A grandchild, Charles Johnson.

38. Who was he?

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A. He was her daughter, Isabella's son.

39. Was he the only child of Isabella?

A. Yes.

40. Did Daisy leave a Will?

A. Not that I know of.

41. Who was Sarah E. Jennings?

A. My sister.

42. Is she living or dead?

A. Dead.

43. When did she die?

A. 1940.

44. Did she leave any children?

A. No.

45. Did she leave a husband?

A. Yes.

46. What was his name?

A. Robert Hughes.

47. Where does he live?

A. In Ohio, Cleveland.

48. When did you hear from him last?

A. About 20 years ago or more.

49. Do you know if Sarah left a Will?

A. No.

50. Who was Bessie Jennings?

A. My youngest sister.

51. Is she living or dead?

A. Dead.

52. When did she die?

A. 1934.

53. Did she leave any children surviving her?

A. Yes, Herman Franklin Williams, a son, Edward Williams, a son, Clifton Williams, a son, Bessie W. Hudson, a daughter, Raymond Williams, a son, William N. Williams, a son, Roger C. Williams, a son, Naomi Williams, a

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daughter, Jessie Williams, a son, and Floyd Williams, a son.

54. Do you know of any other children?

A. No I don't.

55. Did she leave a husband surviving her?

A. He died before she did.

56. Are all the children over 21?

A. Yes.

57. Did she have any other children who didn't survive her?

A. She had one, Jeannette, who died long ago, unmarried and childless.

58. Did she leave a Will?

A. No I don't think she did.

59. I show you a Certified Copy of a Deed of Partition, dated December 17, 1927, from Joshua Henson and wife to Thomas Jennings, widower of Georgianna Jennings, William N. Jennings, widower, John H. Jennings and Eliza Jennings, h/w, Vinton Jennings and Geneva Jennings, h/w, Howard Jennings and Emma Jennings, h/w, Daisy Gray and Lorenzo Gray, h/h, Bessie Williams and Edward Williams, h/h and Sarah L. Harris, widow, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 149, folio 259, marked Plaintiffs' Ex. C, and ask you if you can identify this deed and if you are one of the parties to this deed?

A. The 6.45 is the piece I bought from Joshua Henson.

(CERTIFIED COPY OF ABOVE DEED MARKED EXAMINER'S EXHIBIT 2)

60. The deed conveyed the 6.45 acre piece to Joshua Henson and the 6 acre piece to the Jennings?

A. Yes, and I bought the 6.45 piece from Joshua Henson.

61. Did this land come out of the same tract?

A. Yes.

62. How did it happen they divided up the property, do you know?

A. I just don't know how it happened. Joshua Henson was working one part and my father decided they would divide it.

63. Do you recall when the division was made?

A. No I was quite young, about 18 or 19 when they divided it.

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64. You remember the property then?

A. Yes.

65. Was the division equal between the two?

A. Yes, that is the way they divided it except the 6.45 piece was a little bit the largest.

66. This is roughly an "L" shaped piece of property, do you think it was divided approximately equal?

A. Yes I guess it is.

67. Were you satisfied with the division?

A. Yes I was.

68. Was there a house built on the property at that time?

A. No.

69. Neither piece was improved?

A. No.

70. Has each party been in possession of his part as owner ever since?

A. So far as I know.

71. You bought the 6.45 acre tract from Joshua Henson, did you not?

A. That's right; Mr. Melvin fixed the deed up.

72. Do you know why Mary Glenn and Johnson Glenn were omitted from the Deed Of Partition?

A. No I don't know why.

73. Who was Eliza Jennings?

A. That was my wife.

74. Is she living or dead?

A. She died in 1942.

75. Who is Emma Jennings?

A. Howard's first wife.

76. Is she living or dead?

A. Dead.

77. Who is Geneva Jennings?

A. Vinton's wife.

78. Is she dead?

A. Yes.

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79. Who is Lorenzo Gray?

A. Daisy's first husband.

80. Is he living or dead?

A. Dead.

81. Is Edward Williams living or dead?

A. Dead.

82. Who was he?

A. Bessie's husband.

83. This 6 acre tract, is that improved at all?

A. No.

84. The 6.45 acre tract has only such buildings as you have built there since you purchased it?

A. That's right.

85. I show you a Certified Copy of a deed dated February 24, 1913, from Frank Mantley and wife, et al. to Thomas H. Jennings and wife, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 96, folio 270, marked Plaintiffs' Ex. E, and ask you to identify it?

offered in evidence as Examiner's Exh. 3.

A. That is the property on the east of the Richie Highway.

86. Do you know whether or not your father conveyed any property from that tract of land before he died?

A. I think Bessie had a piece of that.

87. Was that two acres?

A. Yes.

88. Did he convey two acres to your brother, Vinton?

A. Yes.

89. Did he convey two acres to Johnson Glenn?

A. I heard that he did.

90. There would be left in the 10 acre tract 4 acres which is the subject of this suit?

A. Yes.

91. Can you recall the date of your father's death?

A. July 3, 1928.

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92. Do you remember seeing your father's Will?

A. No I never seen it.

Mr. Childs: I would like to offer a certified copy of the Will of Thomas Jennings in evidence. (MARKED EXAMINER'S EX. 4)

93. Under the terms of this Will under item 3, "I give and devise to each of my daughters, Sarah Harris, Bessie Williams and Daisy Gray two acres a piece." Do you know whether they got their two acres a piece?

A. No, they didn't get it, except for Bessie.

94. In your opinion are these three tracts of land capable of being divided between all the heirs without damage?

A. I don't hardly think so; it is to many heirs; it is just one house on that land.

95. What do you think should be done?

A. I think they ought to sell it and divide the money among the heirs.

(Mr. Klawans)

To the General Question under the Rule, the witness answers "No".

John H Jennings
John H. Jennings

****

Johnson Glenn, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. What is your name and address?

A. Johnson Glenn, Jr., Severna Park P. O., near Earleigh Heights, Md.

2. How old are you?

A. 46.

3. Are you the son of Mary Glenn?

A. Yes.

4. Were the following parties the only heirs at law of Mary Glen at the time she died: Johnson Glenn, widower, Harvey Glenn, a son, Thomas H. Glenn, a

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son, Johnson Glenn, Jr., a son, and Leonard Glenn, a son?

A. Yes.

5. Are they all over 21?

A. Yes.

6. Did you hear the testimony of John H. Jennings?

A. I did.

7. Would your answers conform to his in regard to the owners of this property in these proceedings?

A. Yes.

8. Directing your attention to the 6 acre tract, do you feel division was equally made at the time?

A. I don't see how it could have been done better.

9. You are satisfied it is equal?

A. Yes.

10. Is it true that Daisy Stewart died in 1950 and she left surviving her, Rubin Stewart, widower, and Charles Johnson, grandson as her only two heirs?

A. Yes.

11. Is it true that Thomas E. Jennings died about 1914 and left his widow, Fanny and nothing has been seen or heard of her within the last 20 or 25 years and they had no children?

A. Yes.

12. Is it true that Sarah Hughes died in 1940 leaving a husband, Robert Hughes, from whom she had been separated for a great period of years and nothing had been seen or heard of him for sometime before her death?

A. Yes.

13. Was she also known as Sarah Harris?

A. Yes, she had been married twice.

14. Did she have any children?

A. No.

15. Do you know the heirs of Bessie Williams?

A. Herman Franklin, a son, Edward, a son, Clifton, a son, Bessie Hudson, a daughter, Raymond, a son, William, a son, Roger, a son, Naomi, a daughter,

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Jessie, a son and Floyd, a son.

16. Where are the children now?

A. Scattered far and wide; some live in the community; some live in Baltimore. Floyd is in the service; I don't know where he is stationed now.

17. Are they all of legal age?

A. Yes.

18. Who is William N. Jennings?

A. William Nimrod Jennings is my uncle.

19. Who is Howard?

A. Uncle.

20. Vinton?

A. Uncle.

21. Was he ever known as Vincent?

A. I have always known him as Vinton.

22. There is a deed referring to Vincent, do you think that is Vinton?

A. Yes.

23. Do you think the property is capable of division among all the heirs?

A. No I don't.

24. Are you willing to have it sold and the proceeds divided among the heirs?

A. Yes.

(Mr. Klawans)

To the General Question under the Rule, the witness answers "No".

Johnson Glenn Jr.
Johnson Glenn, Jr.

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There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiffs' Solicitor is returned to the Court.

Witness my hand and seal this 9th day of February, 1952.

Emanuel Klawans (SEAL)
Examiner

E.K. $10.00
K.H.McC. $12.50

LIBER 79 PAGE 274

WILLIAM N. JENNINGS, et al	:	NO. 10301 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
CHARLES JOHNSON, et al	:	ANNE ARUNDEL COUNTY

Submission for Decree

To the Honorable, the Judges of said Court:

There being no further testimony to be taken, the above entitled cause is hereby submitted for Decree.

Respectfully submitted.

Eugene M. Childs
Eugene M. Childs
Plaintiffs' Solicitor

Albert Goodman
Albert J. Goodman
Defendants' Solicitor

Filed 21 Feb, 1952

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 79 PAGE 275

WILLIAM N. JENNINGS, et al	:	NO. 10301 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
CHARLES JOHNSON, et al	:	ANNE ARUNDEL COUNTY

Filed 23 Feb, 1952.

DECREE

This cause standing ready for hearing and being submitted, testimony was taken, and the proceedings read and considered.

IT IS THEREUPON, this 23d day of February, 1952, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED, AND DECREED:

First: That the partition attempted among Joshua Henson and wife and a number of the heirs of Georgianna Jennings, as evidenced by the deed dated December 17, 1917, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 149, folio 259, be and it is hereby ratified and confirmed and the interest of all the heirs of the said Georgianna Jennings is hereby decreed to be satisfied from the six acre tract in said deed described.

Second: That the remaining real estate in said proceedings mentioned, that is, the 11½ acre tract, the 6 acre tract, and the 4 acre tract, respectively, be separately sold for the purpose of partition among the parties to this cause.

Third: That Eugene M. Childs and Albert F. Henderson be and they ~~is~~ 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 each of them and a surety or sureties to be approved by this Court in the penalty of ~~Sixteen hundred sixty dollars ($1660.00)~~ Two Thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises.

shall then proceed to make the sale of each respective tract,

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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singly, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County, and such other notice as they may think proper of the time, place, manner of the sale, the terms of which shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of the sale, deferred payment to bear interest at the rate of six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the Trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms set forth. As soon as may be convenient after said sale, the said Trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the Trustees shall by a good and sufficient deed or deeds to be executed and acknowledged according to law, convey to the purchaser or purchasers of said respective properties his, or their heirs and assigns, the property to him or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondents, and all those claiming by, from, or under them, or any of them; and the said Trustees shall bring into this Court the money arising from said sale or sales, to be divided among the parties hereto as their interests appear, under the direction of this Court, after deducting the costs of this suit and such commission as to the said Trustees as this Court shall find proper to allow in consideration of the skill, attention and fidelity wherewith said Trustees shall appear to have discharged their trust.

Fourth: That the aforesaid Trustees shall forthwith publish a notice to the creditors of Thomas E. Jennings, Sarah Hughes, Daisy Stewart, Mary Glenn, and Bessie Williams, directing same to file their claims within ninety days pursuant to the provisions of Section 117, Article 93, of the Annotated Code of Maryland.

Benjamin Michaelson

Benjamin Michaelson JUDGE

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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ROBERT H. CAMPBELL - - LIBER 79 PAGE 277 - - - Auctioneer

ALBERT J. GOODMAN, EUGENE M. CHILDS
Trustees
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE FEE SIMPLE

PROPERTY

NEAR ROBINSON STATION, IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the Decree dated February 23, 1952, in the case of William N. Jennings, et al, vs. Charles Johnson, et al, No. 10,301 Equity in the Circuit Court for Anne Arundel County, the undersigned Trustees will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

Friday, March 21, 1952

AT 11 O'CLOCK, A.M.

FIRST: All that tract of land containing 11½ acres, more or less, which is described in deed from Daniel R. Randall, Trustee, to William N. Jennings, et al, dated November 20, 1916, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52, Folio 338.

This property is improved by a four-room dwelling, various out-buildings, and is located along the Baltimore and Annapolis Railroad right-of-way near Robinson Station.

SECOND: All that tract of land containing 6 acres, more or less, described in deed of partition between Joshua Henson and wife and the surviving children of Georgianna Jennings, dated December 17, 1917, recorded as aforesaid in Liber G. W. No. 149, Folio 259.

This property is unimproved, but is valuable, cleared farming land located across the Railroad tracks from the firstly described parcel.

THIRD: All that tract of land containing 4 acres, more or less, being the remaining portion of a ten-acre tract described in deed from Frank Mantley, et al, to Thomas H. Jennings and wife, dated January 24, 1913, recorded as aforesaid in Liber G. W. No. 96, Folio 270.

This property is unimproved and is located to the East of the Ritchie Highway near Robinson Station.

The above three lots will be offered for sale singly to the highest bidder. The Trustees reserve the right to withdraw the property from sale at any time.

TERMS OF SALE: A deposit of 10% of the purchase price is to be paid in cash on day of sale, deferred payment to bear interest at rate of 6% per annum from day of sale to date of settlement. Taxes, insurance and other expenses to be adjusted to day of sale.

ALBERT J. GOODMAN,
EUGENE M CHILDS,
Trustees.

WILLIAM N. JENNINGS, ET AL	:	NO. 10301 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
CHARLES JOHNSON, ET AL	:	ANNE ARUNDEL COUNTY

Filed 3 Apr., 1952

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that WE purchased at public auction from Eugene M. Childs and Albert J. Goodman, Trustees, the 2ND property described by this handbill for the sum of

ONE HUNDRED DOLLARS

and agree to comply with the terms of the sale as set forth therein.

Witness OUR hands and seals this 21st day of March, 1952.

Witness: Robert H. Campbell

Howard Jennings Sr (SEAL)

Geneva S. Jennings (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs and Albert J. Goodman, Trustees, the 2ND property described in this handbill, to

HOWARD JENNINGS SR GENEVA S. JENNINGS HIS WIFE

AT and for the sum of ONE HUNDRED DOLLARS

THEY being then and there the highest bidder therefor, and I hereby certify that the sale was fairly made.

Witness my hand and seal this 21st day of March 1952.

Robert H. Campbell (SEAL)

Robert H. Campbell

ROBERT H. CAMPBELL LIBER 79 PAGE 279 Auctioneer

ALBERT J. GOODMAN, EUGENE M. CHILDS
Trustees
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE FEE SIMPLE

PROPERTY

NEAR ROBINSON STATION, IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the Decree dated February 23, 1952, in the case of William N. Jennings, et al, vs. Charles Johnson, et al, No. 10,301 Equity in the Circuit Court for Anne Arundel County, the undersigned Trustees will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

Friday, March 21, 1952

AT 11 O'CLOCK, A.M.

Filed 3 Apr., 1952.

FIRST: All that tract of land containing 11½ acres, more or less, which is described in deed from Daniel R. Randall, Trustee, to William N. Jennings, et al, dated November 20, 1916, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52, Folio 338.

This property is improved by a four-room dwelling, various out-buildings, and is located along the Baltimore and Annapolis Railroad right-of-way near Robinson Station.

SECOND: All that tract of land containing 6 acres, more or less, described in deed of partition between Joshua Henson and wife and the surviving children of Georgianna Jennings, dated December 17, 1917, recorded as aforesaid in Liber G. W. No. 149, Folio 259.

This property is unimproved, but is valuable, cleared farming land located across the Railroad tracks from the firstly described parcel.

THIRD: All that tract of land containing 4 acres, more or less, being the remaining portion of a ten-acre tract described in deed from Frank Mantley, et al, to Thomas H. Jennings and wife, dated January 24, 1913, recorded as aforesaid in Liber G. W. No. 96, Folio 270.

This property is unimproved and is located to the East of the Ritchie Highway near Robinson Station.

The above three lots will be offered for sale singly to the highest bidder. The Trustees reserve the right to withdraw the property from sale at any time.

TERMS OF SALE: A deposit of 10% of the purchase price is to be paid in cash on day of sale, deferred payment to bear interest at rate of 6% per annum from day of sale to date of settlement. Taxes, insurance and other expenses to be adjusted to day of sale.

ALBERT J. GOODMAN,
EUGENE M. CHILDS,
Trustees.

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WILLIAM N. JENNINGS, ET AL	:	NO. 10301 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
CHARLES JOHNSON, ET AL	:	ANNE ARUNDEL COUNTY

Filed 3 Apr., 1952.

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that We purchased at public auction from Eugene M. Childs and Albert J. Goodman, Trustees, the 1st'ly Described property described by this handbill for the sum of AND 3rd'ly DESCRIBED PROPERTY

THIRTEEN HUNDRED FIFTY Dollars AND $100.00

and agree to comply with the terms of the sale as set forth therein.

Witness OUR hands and seals this 21st day of March, 1952.

Witness: Robert H. Campbell

Johnson Glenn Jr. (SEAL)

Jane Esther Glenn. (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs and Albert J. Goodman, Trustees, the 1st'ly Desc. property described in this handbill, to AND THIRDLY DESCRIBED PROPERTY

JOHNSON GLENN JR. & JANE ESTHER GLENN, HIS WIFE

AT and for the sum of $1351.30 AND $100.00

THEY being then and there the highest bidder therefor, and I hereby certify that the sale was fairly made.

Witness my hand and seal this 21st day of March 1952.

Robert H. Campbell (SEAL)

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WILLIAM N. JENNINGS, ET AL	:	No. 10301 EQUITY
	:	IN THE
VS.	:	CIRCUIT COURT FOR
CHARLES JOHNSON, ET AL	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court,

The Report of Sale of Albert J. Goodman and Eugene M. Childs, Trustees, respectfully shows unto your Honors:

That under and by virtue of a Decree in the captioned case, the said Trustees after having given notice of the time, place, manner and terms of the sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Decree and other law in such cases made and provided, did offer the property described in the hand-bills attached hereto and filed herewith, at public auction at the Court House door in the City of Annapolis, on Friday, March 21, 1952 at 11 o'clock, A.M., and then and there sold said firstly and thirdly described property to Johnson Glenn, Jr., and Jane Esther Glenn, his wife, at and for the sums of $1350.00 and $100.00 respectively, and did also sell the secondly described property in said hand-bills unto Howard Jennings, Sr., and Geneva S. Jennings, his wife, at and for the sum of $100.00; that the above mentioned persons being respectively the highest bidders therefor.

And the said Trustees further report that they have received from said purchasers the deposits as required by the terms of sale and Agreement signed by said purchasers to comply with the terms of sale as set forth by the hand bills filed in these presents.

Respectfully submitted.

Albert J. Goodman

Albert J. Goodman

Eugene M. Childs

Eugene M. Childs, Trustees.

Filed 3 Apr., 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY Certify, that on this 2nd day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Albert J. Goodman and Eugene M. Childs, Trustees, and made oath in due form of law that the matters and things contained in the aforegoing Report of Sale are true to the best of their knowledge and belief and that the said sale was fairly made.

WITNESS my hand and seal Notarial.

Grace R. Hartge

Grace R. Hartge, Notary Public.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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ORDER NISI

LIBER 79 PAGE 283

WILLIAM N. JENNINGS,
et al

versus

CHARLES JOHNSON,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,301 Equity

Ordered, this 3 day of April, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman and Eugene M. Childs, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of May next.

The report states that the amount of sales to be $ 1,550.00.

John H. Hopkins 3rd Clerk.

True Copy,

TEST: Clerk.

Filed 3 Apr. 1952.

(Final Order)

WILLIAM N. JENNINGS,
et al

versus

CHARLES JOHNSON,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson

Filed 12 May 1952.

Legal Notices

ALBERT J. DMAN
EUGENE M. ILDS
TRUSTEES
Annapolis, Maryland
TRUSTEES' SALE
of valuable fee simple property near Robinson Station, in the Third Election District of Anne Arundel County, Maryland.

By virtue of the Decree dated February 23, 1952, in the case of William N. Jennings, et al, vs. Charles Johnson, et al, No. 10,301 Equity in the Circuit Court for Anne Arundel County, the undersigned Trustees will sell at public auction at the Court House door in the City of Annapolis, Maryland, on Friday, March 21, 1952, at 11 o'clock A. M.,

First: All that tract of land containing 11½ acres more or less, which is described in deed from Daniel R. Randall, Trustee, to William N. Jennings, et al, dated November 29, 1916 recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52 folio 338.

This property is improved by a four room dwelling, various out buildings, and is located along the Baltimore and Annapolis Railroad right of way near Robinson Station.

Second: All that tract of land containing 6 acres, more or less, described in deed of partition between Joshua Henson and wife and the surviving children of Georgianna Jennings, dated December 17, 1917, recorded as aforesaid in Liber G. W. No. 149, folio 259.

This property is unimproved, but is valuable, cleared farming land located across the Railroad tracks from the firstly described parcel.

Third: All that tract of land containing 4 acres, more or less, being the remaining portion of a ten acre tract described in deed from Frank Mantley, et al, to Thomas H. Jennings and wife, dated January 24, 1913, recorded as aforesaid in Liber G. W. No. 96, folio 270.

This property is unimproved and is located to the East of the Ritchie Highway near Robinson Station.

The above three lots will be offered for sale singly to the highest bidder. The Trustees reserve the right to withdraw the property from sale at any time.

TERMS OF SALE: A deposit of 10% of the purchase price is to be paid in cash on day of sale, deferred payment to bear interest at rate of 6% per annum from day of sale to date of settlement. Taxes, insurance and other expenses to be adjusted to day of sale.

ALBERT J. GOODMAN,
EUGENE M. CHILDS,
TRUSTEES.

Robert H. Campbell,
Auctioneer.

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Filed 4 Apr., 1952

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No. 10,301 Equity

OFFICE OF LIBER 79 PAGE 284

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1952

We hereby certify, that the annexed Trustee's Sale William N. Jennings

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of March, 1952. The first insertion being made the 27th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT

A Stock Company

No. 10,301 Equity.

LIBER 49 PAGE 285

TRUSTEE'S BOND

#2639391

KNOW ALL MEN BY THESE PRESENTS, That we, Eugene M. Childs, and Albert J. Goodman Tudor Hall, Riva, Maryland, and Prince George Street, Annapolis, Md. as Principal, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecticut, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand and 00/100 - - - - - - - - - - - - - - - - - - ($2000.00) - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents—sealed with our seals and dated this 23rd day of February in the year of our Lord one thousand nine hundred and fifty two

Whereas, the above bounden Eugene M. Childs and Albert J. Goodman

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell that real estate more particularly described and mentioned in the proceedings in the case of Wm. N. Jennings et al *vs.* Charles Johnson, et al now pending in said Court

Filed 9 Apr., 1952.

Now the Condition of the above Obligation is such, that if the above bounden Eugene M. Childs and Albert J. Goodman 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 obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the Presence of
Eleanor L. Jennings, as to Eugene M. Childs and Albert J. Goodman
Nellie F. Collison
Nellie F. Collison, Atty.-in-Fact

Eugene M. Childs [Seal]

Albert J. Goodman [Seal]

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By Albert E. Trieschman
Albert E. Trieschman, Attorney-in-fact

State of Maryland, Sct.

I Hereby Certify, that on this day of 19, personally appeared before me, the subscriber, Clerk of the Circuit Court and made oath, in due form of law, that know the pecuniary circumstances of the above named and that worth the amount of the penalty set forth in the within bond, in real estate over and above just debts and liabilities.

approved 9 Apr., 1952.
John H. Hopkins, 3rd, Clerk.

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LIBER 79 PAGE 286 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1952

We hereby certify, that the annexed Order Nisi Sale- No. 10,301 Equity William N. Jennings, et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of May, 1952. The first insertion being made the 4th day of April, 19---.

THE CAPITAL-GAZETTE PRESS, INC.

By Bertie L. Carlson

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,301 Equity
WILLIAM N. JENNINGS, et al
Vs.
CHARLES JOHNSON, et al

Ordered, this 3 day of April, 1952. That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman and Eugene M. Childs, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of May next.

The report states that the amount of sales to be $1,550.00.

JOHN H. HOPKINS, 3rd, Clerk.

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

A-25

Filed 12 May, 1952

No. E. C. 6778

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LIBER 79 PAGE 287 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Legal Notices

Albert J. Goodman
Eugene M. Childs
Trustees
Annapolis, Md.

NOTICE IS HEREBY GIVEN

That the subscribers, of Anne Arundel County, by virtue of a Decree dated Febzruary 23, 1952, in the case of William N. Jennings, et al, vs. Charles Johnson, et al, No. 10301 Equity, in the Circuit Court for Anne Arundel County, have been directed to publish Notice to Creditors in the matter of the following estates, namely:

THOMAS E. JENNINGS
SARAH HUGHES
DAISY STEWART
MARY GLENN
BESSIE WILLIAMS

all late of Anne Arundel County, deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscribers, on or before the

2nd DAY OF JUNE, 1952.

They may otherwise, by law, be excluded from all benefit of said estates. All persons indebted to said estates are requested to make immediate payment.

Given under our hands and seals this 27th day of February, 1952.

ALBERT J. GOODMAN
EUGENE M. CHILDS
TRUSTEES.

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Filed 13 June, 1952.

No. E. C. .....

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1952

We hereby certify, that the annexed Notice to Creditors of Thomas E. Jennings

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 2nd day of June, 1952. The first insertion being made the 28th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

LIBER 79 PAGE 283

In the Case of

William N. Jenninga, et al

VS.

Charles Johnson, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,301 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.

June 30, 1952

All of which is respectfully submitted.

Laura K. Fickeling

Auditor.

Filed 3 July, 1952.

Dr. William N. Jennings, et al vs. Charles Johnson, et al in ac.

To Trustees for Commissions, viz:	78 70		78 70
To Trustees for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10 00		
Defendants' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	76 50		
Jos. W. Alton, Jr. - Sheriff's Costs	15 95		
Jos. C. Deegan - Sheriff's costs	7 05		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan - Stenographer's fee	12 50		
Auditor - stating this account	45 00		187 00
To Trustees for Expenses, viz:			
Capital-Gazette Press -order of publication	57 52		
Capital-Gazette Press - advertising sale	41 24		
Capital-Gazette Press - handbills	9 79		
Capital-Gazette Press - notice to creditors	8 00		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Hartford Accident & Indemnity Co. - bond premiums	10 00		
Joseph D. Lazenby - appraisal and testimony	40 00		
Robert H. Campbell - auctioneer's fee	20 00		
Clerk of Court - certified copy of deeds	11 50		
Eugene M. Childs - fee for legal services rendered (Order of 6/12/52)	100 00		
Grace R. Hartge - notary fees	1 00		
One-half Federal and State revenue stamps (Parcels 1 and 3)	1 65		
One-half Federal and State revenue stamps (Parcel 2)	55		315 25
To Trustees for Taxes, viz:			
1951 State and County taxes on 11½ acres and 6 acres tracts	23 09		
1951 State and County taxes on 4 acres	2 65		
1952 State and County taxes on 11½ acres and 6 acres (adjusted to 3/31/52 - $21.95)	4 81		
1952 State and County taxes on 4 acres ($2.53 - adjusted to 3/31/52)	55		31 10
BALANCE FOR DISTRIBUTION -		$950.67	
Distributed as follows:			
Proceeds sale of Tracts No.s 1 and 2	$1,461.97		
Less:			

LIBER 79 PAGE 290

1951 and 1952 taxes $27.90 Proportionate share of expenses -.628244% 543.50	571.40		
Amount distributed to the heirs of Georgianna Jennings, viz	$ 890.57		
William N. Jennings, son - one-eighth		111 32	
John H. Jennings, son - one-eighth		111 32	
Howard Jennings, son - one-eighth		111 32	
Vinton Jennings, son - one-eighth		111 32	
Heirs of Mary E. Glenn, daughter, viz:			
Johnson Glenn, Widower - 1/27		32 98	
Harvey Glenn, son - 19/864		19 58	
Thomas Glenn, son - 19/864		19 58	
Johnson Glenn, Jr., son - 19/864		19 59	
Leonard Glenn, son - 19/864		19 59	
Estate of Sarah Hughes, daughter, -1/8 Distributed to Johnson Glenn to apply on account claim against said estate for $835.50		111 32	
Heirs of Bessie J. Williams, daughter, viz:			
Herman F. Williams, son - 1/80		11 13	
Edward Williams, son - 1/80		11 13	
Clifton D. Williams, son - 1/80		11 13	
Bessie W. Hudson, daughter - 1/80		11 13	
Raymond Williams, son - 1/80		11 13	
William N. Williams, son - 1/80		11 13	
Roger C. Williams, son - 1/80		11 13	
Naomi Williams, daughter - 1/80		11 13	
Jessie Williams, daughter - 1/80		11 14	
Floyd Williams, son - 1/80		11 14	
Heirs of Daisy J. Gray, daughter, viz:			
Reuben Gray, Widower - 1/24		37 11	
Charles Johnson, grandson - 1/12		74 22	890 57
Proceeds of sale of 4 acre tract -$100.75			
Less:			
1951 and 1952 taxes $ 3.20 Proportionate share of expenses - .371756% 37.45	40.65		
Amount distributed to the devisees of Thomas H. Jennings, viz:	$ 60.10		
(1) Estate of Sarah Hughes, daughter - one-half Distributed to Johnson Glenn to apply on account of his claim for $835.50		30 05	
(2) Heirs of Daisy J. Gray, daughter - one-half, viz:			
Reuben Gray, Widower - 1/6		10 02	
Charles Johnson, grandson - 2/6		20 03	60 10
			1,562 72

with Eugene M. Childs and Albert J. Goodman, Trustees Cr.

1952				
Mar.	31	Proceeds of Sale of Tract No. 1	1,350 00	
		Interest on deferred payment	11 22	1,361 22
		Proceeds of Sale of Tract No. 2	100 00	
		Interest on deferred payment	75	100 75
		Proceeds of Sale of Tract No. 3	100 00	
		Interest on deferred payment	75	100 75
				1,562 72

Filed 12 Aug., 1952. Filed 3 July, 1952

LIBER 79 PAGE 292

ORDER NISI

William N. Jennings,
et al

VERSUS

Charles Johnson,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,301 Equity.

ORDERED, This 3 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 9 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 9 day of August next.

John H. Hopkins, 3rd., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge.

OFFICE OF

Evening Capital

Published by

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

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,301 Equity
WILLIAM N. JENNINGS, et al
Vs.
CHARLES JOHNSON, et al.

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 9th 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 9th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-22

Filed 11 Aug., 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 5, 1952

We hereby certify, that the annexed

Order Nisi - 10301

William N. Jennings, et al

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 9th day of August, 1952 The first insertion being made the 8th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bast.

No. E. C. 5205

LIBER 79 PAGE 293

	WILLIAM F. BENDER, and	*	No. 9190 EQUITY
	FLORENCE BENDER, his wife,	*	
	vs.	*	
A	ALICE HOOD, widow,	*	
K	STANLEY HOOD, and	*	
A	MARIE HOOD, his wife,	*	
A	LOUIS HOOD, and	*	IN THE
P (NR)	MARIE HOOD, his wife,	*	
A	WILLIAM T. NEUSSAR, and	*	CIRCUIT COURT
A	MARY NEUSSAR, his wife,	*	
P	ERNST REIMSNEIDER,	*	FOR
P	ARTHUR GILES, and	*	
P	MINNIE GILES, his wife,	*	ANNE ARUNDEL COUNTY
P	JOE GILES, single, and	*	
	BARBARA REIMSNEIDER,	*	
	and all other persons having or	*	
	claiming to have any interest in	*	
	the property assessed to Horace	*	
	B. Hood, described as 19½ Acres of	*	
	Land, near Dorsey, Fourth Election	*	
	District.	*	

Filed Jul 3 1947

* * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of William F. Bender and Florence Bender, his wife, by Noah A. Hillman, their solicitor, respectfully represents unto Your Honors:

1. That on July 24, 1934, C. Albert Hodges, former Treasurer of Anne Arundel County, sold at public auction to the Complainant, William F. Bender, for State and County taxes then in arrears, the hereinafter described property, in fee simple, said sale having been made under authority conferred upon the said Treasurer as Collector of State and County taxes under the statutes in such case made and provided.

2. That Tax Sale Certificate No. 627 has been issued by Thomas W. Davis,

present Treasurer of the County aforesaid, to the Complainant, William F. Bender, The certificate is filed herewith marked "Complainants' Exhibit A" and is prayed to be taken as a part hereof.

3. That the description of the property as the same appears upon the Assessment Book of Anne Arundel County, for the Fourth Election District is:

19½ Acres

near Dorsey

4. The Complainants are advised and therefore aver that no description of property appeared on the Tax Rolls of Anne Arundel County at the time of the aforesaid sale.

5. That the said property has not been redeemed by any party in interest although more than one year and a day from the date of the said sale of the property has expired; and that this proceeding is brought under the provisions of Chapter 761, Acts of 1943, relating to tax sales.

6. That the amount necessary for redemption of the above mentioned property is Thirty nine Dollars ($39.00), being the amount paid for said property, as the same appears on the aforesaid Certificate of Tax Sale, with interest at the rate of 6 per cent per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainants herein subsequent to the date of the sale of said property, plus all other amounts expended by the Complainants as to the aforesaid property under the provisions of Chapter 761 of the Acts of 1943.

7. That certain improvements have been placed on the aforesaid property since the ratification of the aforesaid tax sale.

8. That the Complainants are advised and therefore aver that Horace B. Hood, in whose name the aforesaid property was assessed at the date of aforesaid sale, has since died a widower leaving as his only heirs at law the following named persons who have been made Respondents in this case, namely, Stanley Hood, who inter-married with on Marie Hood, and Louis Hood, who inter-married with one Marie Hood, being the children of a deceased brother, Richard Hood, Alice Hood, widow of Richard Hood; William T. Neussar, son of Emily Hood, sister of Horace B. Hood, who married one Henry Betz, now deceased, and later married one Thomas Neussar, now deceased, the said William T. Neussar having inter-married with one

Mary Neussar, and Ernst Reimsneider, surviving husband of Dora Neussar, daughter of the said Emily Hood, who departed this life, leaving as her only heirs at law Arthur Giles, who inter-married with one Minnie Giles, and Joe Giles, single, sons of the said Dora Neussar, born of her marriage with one Charles Giles, and Barbara Reimsneider, a daughter of Dora Neussar, born of her marriage to the said Ernst Reimsneider, who inter married with a person unknown to the Complainants.

9. That the dates of death or approximate dates of death of the deceased persons mentioned in the foregoing paragraph are unknown to the Complainants.

10. That the last known address of the Respondents, Alice Hood, Louis Hood and Marie Hood, his wife, Stanley Hood and Marie Hood, his wife, and William T. Neussar and Mary Neussar, his wife, is Box 102, Race Road, Hanover, Maryland, and that the Complainants have no knowledge of the whereabouts of the other Respondents.

11. That the Complainants are entitled to proceed to foreclose all rights of redemption in and to the aforesaid property.

TO THE END, THEREFORE,

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of all Respondents here, in and to the aforegoing property.

(b) That the Court may pass a final decree whereby there will be vested in the Complainants an absolute and indefeasible title to the property, in fee simple, free and clear of all prior or subsequent alienations and descents and encumbrances, except taxes and other public liens, accruing subsequent to the date of the sale, and public easements to which the property is or may be subject.

(c) That the Court may grant unto your Complainants such other and further relief as their case may require.

May it please Your Honors to grant unto the Complainants the Writ of Subpoena directed to Alice Hood, Louis Hood and Marie Hood, his wife, Stanley Hood and Marie Hood, his wife, and William T. Neussar and Mary Neussar, his wife, at Box 102, Race Road, Hanover, Maryland, directing and commanding them to be and appear in this Court on some certain day to be named therein, and redeem the property or answer the premises and abide by and perform such decrees or orders as may be passed therein, and warning them that in case of failure to do so a final decree will be rendered foreclosing all rights of redemption in the aforesaid property,

and the Order of Publication giving notice to the Respondents, Ernst Reimsneider, Arthur Giles and Minnie Giles, his wife, Joe Giles, single, and Barbara Reimsneider and all persons having or claiming to have any interest in the aforesaid property of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by solicitor, on or before a certain day to be named therein and show cause, if any they may have, why a decree should not be passed as prayed.

And, as in duty bound, etc.

Noah A. Hillman

Solicitor for Complainants

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 1st day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William F. Bender and Florence Bender, the above named Complainants, and made oath in due form of law that the matters and facts set forth above are true and correct, to the best of their information, knowledge and belief.

Witness my hand and Notarial Seal.

Lillian M. Fine

Notary Public

627

CERTIFICATE OF TAX SALE

I, Thomas H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 24-1934, sold to C. Albert Hodges F. Pender at public auction for the sum of Thirty seven Dollars and — Cents, of which ..... Dollars has been paid as a deposit on the property in 4 Dist. described as 19½ Acres near Dorsey.

and assessed to Horace B. Hood

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 25-1935, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this Twenty second day of January 1946

Thomas H. Davis
Collector.

Filed Feb 3 1947

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 22 day of ~~October~~ Jan. 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Theodore N. Pantales
Notary Public.

My Commission Expires May 1 1947

LIBER 79 PAGE 297

WILLIAM F. BENDER, and	*	NO. 9190 EQUITY
FLORENCE BENDER, his wife,	*	
vs.	*	
ALICE HOOD, widow,	*	
STANLEY HOOD, and,	*	
MARIE HOOD, his wife,	*	
LOUIS HOOD, and	*	IN THE
MARIE HOOD, his wife,	*	
WILLIAM T. NEUSSAR, and	*	CIRCUIT COURT
MARY NEUSSAR, his wife,	*	
ERNST REIMSNEIDER,	*	FOR
ARTHUR GILES, and	*	
MINNIE GILES, his wife,	*	ANNE ARUNDEL COUNTY
JOE GILES, single, and	*	
BARBARA REIMSNEIDER,	*	
and all other persons having or	*	
claiming to have any intere t in	*	
the property assessed to Horace B.	*	
Hood, described as 19½ Acres of	*	
Land, near Dorsey, Fourth Election	*	
District.	*	

Filed Feb 3" 1947

* * * * * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described property sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for said County and the State of Maryland to William F. Bender on July 24, 1934.

The Bill of Complaint states that in July 24, 1934, C. Albert Hodges, former Treasurer of Anne Arundel County, sold at public auction to the Complainant, William F. Bender, for State and County taxes then in arrears the hereinafter described property, in fee simple; that Tax Sale Certificate No. 627 hes been issued by Thomas W. Davis, present Treasurer of the County aforesaid, to the said William F. Bender, said certificate is filed herewith, marked "Complainants'

Exhibit A"; that the description of the property as the same appears upon the Assessment Book of Anne Arundel County for the Fourth Election District is

19½ Acres

near Dorsey

that no description of the property appeared on the Tax Rolls of the County aforesaid at the time of the aforesaid sale; that the property has not been redeemed by any party in interest although more than one year and a day from the date of said sale has expired; that this proceeding is brought under the provisions of Chapter 761, Acts of 1943, relating to tax sales; that the amount necessary for redemption of the property is $39.00 with interest at the rate of 6 per cent per annum from the date of the sale to date of redemption, together with all taxes, interest and penalties paid by the Complainants subsequent to the date of said sale, plus all other amounts expended by the Complainants under the provisions of Chapter 761, Acts of 1943; that certain improvements have been placed on the property since the ratification of the tax sale; that Horace B. Hood, in whose name the property was assessed at the date of the said sale has since died a widower, leaving as his heirs at law Stanley Hood, who inter-married with one Marie Hood, and L uis Hood, who inter-ma ried with one Marie Hood, being the children of a deceased brother, Richard Hood, Alice Hood, widow of Richard Hood, William T. Neussar, son of Emily Hood, sister of Horace B. Hood, William T. Neussar having inter-married with one Mary Neussar, and the said Emily Hood having married one Henry Betz, now deceased, and later married one Thomas Neussar, now deceased, and Ernst Reimsneider, surviving husband of Dora Neussar, daughter of Emily Hood, who departed this life, leaving as her only heirs at law Arthur Giles, who inter-married with one Minnie Giles, and Joe Giles, single, sons of Dora Neussar, born of her marriage with one Charles Giles, and Barbara Reimsneider, a daughter of Dora Neussar, born of her marriage to Ernst Reimsneider, who inter-married with a person unknown to the Complainants; that the dates of death of the deceased persons hereinbefore mentioned are unknown to the Complainants; that the last known address of Alice Hood, Louis Hood and Marie Hood, his wife, Stanley Hood and Marie Hood, his wife, and William T. Neussar and Mary T. Neussar, his wife, is Box 102, Race Road, Hanover, Maryland, and that the addresses of the

other Respondents are unknown; that the Complainants are entitled to proceed to foreclose all rights of redemption in and to the aforesaid property.

It is thereupon this 3" day of February, 1947, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some weekly newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning the Respondents and all persons having or claiming to have an interest in the said property to be and appear in this Court by the 17 day of April, 1947, and redeem the propery described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainants a title in fee simple, free and clear of all encumbrances.

Chas. N. Hopkins 3rd.
Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EQUITY No. 9190

NOAH A. HILLMAN, SOLICITOR WILLIAM F. BINDER, and FLORENCE, his wife, versus, ALICE HOOD, and, MARIE HOOD, his wife, LOUIS HOOD, and MARIE, his wife, WILLIAM T. NEUSSAR, and MARY NEUSSAR, his wife, ERNEST REIMSNEIDER, ARTHUR GILES, and MINNIE GILES, his wife, JOE GILLS, single, and BARBARA REIMSNEIDER, and all other persons having or claiming to have any interest in the property assessed to HORACE E. HOOD, described as 19½ Acres of Land, near Dorsey, Fourth Election District.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described property sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for said County and the State of Maryland to William F. Bender on July 24, 1934.

The Bill of Complaint states in July 24, 1934, C. Albert Hodges, former Treasurer of Anne Arundel County, sold at public auction to the Complainant, William F. Bender, for State and County taxes then in arrears the hereinafter described property, in fee simply; that Tax Sale Certificate No. 627 has been issued by Thomas W. Davis, present Treasurer of the County aforesaid, to the said William F. Bender, said certificate is filed herewith, marked "Complainants' Exhibit A"; that the description of the property as the same appears upon the Assessment Book of Anne Arundel County for the Fourth Election District is 19½ Acres near Dorsey that no description of the property appeared on the Tax Rolls of the County aforesaid at the time of the aforesaid sale; that the property has not been redeemed by any party in interest although more than one year and a day from the date of said sale has expired; that this proceeding is brought under the provisions of Chapter 761, Acts of 1943, relating to tax sales; that the amount necessary for redemption of the property is $39.00 with interest at the rate of 6 per cent per annum from the date of the sale to date of redemption, together with all taxes, interest and penalties paid by the Complainants subsequent to the date of said sale, plus all other amounts expended by the Complainants under the provisions of Chapter 761, Acts of 1943; that certain improvements have been placed on the property since the ratification of the tax sale; that Horace B. Hood, in whose name the property was assessed at the date f the said sale has since died a widower, leaving us his heirs at law Stanley Hood, who inter-married with one Marie Hood, and Louis Hood, who inter-married with one Marie Hood, being the children of a deceased brother, Richard Hood, Alice Hood, widow of Richard Hood, William T. Neussar, son of Emily Hood, sister of Horace B. Hood, William T. Neussar having inter-married with one Mary Neussar, and the said Emily Hood having married one Henry Betz, now deceased, and later married one Thomas Neussar, now deceased, and Ernest Reimsneider, surviving husband of Dora Neussar, daughter of Emily Hood, who departed this life, leaving as her only heirs at law Arthur Giles, who inter-married with one Minnie Giles, and Joe Giles, single, sons of Dora Neussar, born of her marriage with one Charles Giles, and Barbara Reimsneider, a daughter of Dora Neussar, born of her marriage to Ernest Reimsneider, who inter-married with a person unknown to the Complainants; that the dates of death of the deceased persons hereinbefore mentioned are unknown to the Complainants; that the last known address of Alice Hood, and Marie Hood, his wife, Stanley Hood and Marie Hood, his wife, and William T. Neussar and Mary T. Neussar, his wife, is Box 102, Race Road, Hanover, Maryland, and that the addresses of the other Respondents are unknown; that the Complainants are entitled to proceed to foreclose all rights of redemption in and to the aforesaid property.

Filed - July 23 1947

It is thereupon this 3rd. day of February, 1947, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given circulation in Anne Arundel County, once a week for four successive weeks, warning the Respondents and all persons having or claiming to have an interest in the said property to be and appear in this Court by the 17th day of April, 1947, and redeem the property described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainants a title in fee simple, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy - Test:
JOHN H. HOPKINS, 3rd., Clerk. f-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15th, 1947

We hereby certify, that the annexed Order of Publication

William F. Bender

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 17th day of April, 1947. The first insertion being made the 6th day of February, 1947

THE CAPITAL-GAZETTE PRESS, INC.

By Mal Carlson

William F. Bender, et ux	*	IN THE CIRCUIT COURT
vs	*	FOR
Alice Hood, widow, et al	*	ANNE ARUNDEL COUNTY
	***	No. 9190 Equity

To the Honorable, the Judges of said Court:

The Petition of William F. Bender and Florence Bender, his wife, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That they filed their Bill of Complaint in this Court on February 3, 1947 against the Defendants.

2. That the following defendants have been summoned:

Alice Hood, widow; Marie Hood, wife of Stanley Hood; Louis Hood; William T. Neussar and Mary Neussar, his wife.

3. That the Sheriff of Anne Arundel County was unable to summon " Stanley Hood " because Stanley Hood was killed.

4. That the Sheriff could not summon Marie Hood, wife of Louis Hood, for the reason that she does not reside with her husband and is a non-resident of Maryland.

5. That the whereabouts of the other defendants are unknown to Plaintiffs.

6. That the non-resident and other defendants unknown to the Plaintiffs have been duly notified by publication to be and appear in this Court by the 17th day of April, 1947 but to date no appearance has been filed by or on behalf of any of them or of any other defendant.

7. That the resident defendants, summoned as above, have failed to appear and answer the Bill of Complaint although the time limited for same has long since elapsed.

WHEREFORE, your Petitioners pray that the Bill of Complaint be taken pro confesso against the aforesaid defendants.

AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioners

Filed July 23, 1947

The Defendants Alice Hood, Marie Hood, wife of Stanley Hood, Louis Hood, William T. Neussar and Mary Neussar, his wife, having been duly summoned and having failed to appear to the Bill of Complaint and answer same, according to the command of the Writ of Summons and the Defendants Marie Hood, wife of Louis Hood, Ernst Reimsneider, Arthur Giles and Minnie Giles, his wife, Joe Giles, Barbara Reimsneider and all other persons having or claiming to have any interest in the property described in the Bill of Complaint, after Order of Publication duly published and having failed to appear to the Bill of Complaint and answer the same, according to the command of the said Order of Publication.

IT IS THEREUPON, this 23 day of July, 1947, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be and the same is hereby taken pro confesso against said Defendants.

And it is further Ordered that leave is hereby granted to the Plaintiffs to file an affidavit or affidavits in support of the allegations of the said Bill of Complaint.

Filed July 23 1947

Judge

William F. Bender, et ux	*	In the Circuit Court
vs.	*	for
Alice Hood, Widow, et al	*	Anne Arundel County
	*	No. 9190 Equity

* * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Noah A. Hillman, hereby certify as follows:

1. That after careful investigation I learned the names and relationship of each of the parties named as defendants in the Bill of Complaint filed in this cause, and to the best of my knowledge the only heirs at law of Horace B. Hood, deceased are the parties named therein.

2. That all of said heirs at law, residing in Maryland, have been summoned and non-residents and other defendants unknown to this affiant have been notified by publication.

3. That Stanley Hood, one of the defendants, is reported by the Sheriff of Anne Arundel County to have been killed while serving with the Armed Forces of this country.

4. That I have made a search of the Orphans Court records of Anne Arundel County and no administration has been granted on the estate of said Stanley Hood. His sole heir at law, so far as I know, is his widow Marie Hood, one of the resident defendants.

Filed August 7, 1947

Noah A. Hillman

Sworn to and subscribed before me this 7th day of August, 1947.

Lillian M. Fine
Notary Public

LILLIAN C. FINE NOTARY PUBLIC ANNE ARUNDEL COUNTY

William F. Bender, et ux	*	In the Circuit Court for
vs	*	Anne Arundel County
Alice Hood, widow, et al	*	No. 9190 Equity

***

D E C R E E

The time limited in the Order of Publication having expired, said Order having been duly published and the Bill of Complaint being taken pro confesso as against Marie Hood, wife of Louis Hood, Ernst Reimsneider, Arthur Giles and Minnie Giles, his wife, Barbara Reimsneider and Joe Giles; the defendants Alice Hood, Marie Hood, wife of Stanley Hood, Louis Hood, William T. Neussar and Mary Neussar, his wife, having been duly summoned and the Bill of Complaint being taken pro confesso against them, and all persons having or claiming to have any interest in the property mentioned in this case, the Bill of Complaint, Exhibits and Proceedings in this case have been by the Court read and considered; and

Filed August 13, 1951

IT IS THEREUPON, this 13th day of August, 1951, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, ADJUDGED AND DECREED, that the Complainants are entitled to relief, and

It is FURTHER ADJUDGED AND DECREED that all rights of redemption of all Defendants, whether named or not, and of all persons having or claiming any interest in the property mentioned in these proceedings, their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest, be, and they are hereby forever foreclosed, the sale of said property by C. Albert Hodges, Treasurer of Anne Arundel County, as Collector of State and County taxes, being finally ratified and confirmed; and

It is FURTHER ADJUDGED AND DECREED, that there is now vested in WILLIAM F. BENDER and FLORENCE BENDER, his wife, the Complainants herein, an absolute and indefeasible title, in fee simple, in the hereinafter described property, free and clear of all alienations and descents, except taxes accruing subsequent to the date of sale and public easements to which said property may be subject, the said property being described as follows:

All that part of a tract of land, situate, lying and being in the Fourth Election District of Anne Arundel County, which is contained within the courses and distances, metes and bounds, described in a deed dated March 7, 1885 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 25, folio 245 from Mary Ann Jess and Edward A. Jess, her husband to Horace B. Hood, containing 19 ½ acres of land, more or less.

BEING also the tract of land mentioned in Anne Arundel County Certificate of Tax Sale Number Six Hundred Twenty-seven (627) .

It is FURTHER ADJUDGED AND DECREED that Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of State and County taxes execute a deed to William F. Bender and Florence Bender, his wife, for the aforegoing property upon paymnt to him of all taxes and interest accruing subsequent to the date of sale; the said deed to be prepared by the complainants in this cause or their attorney and all expenses incident to the preparation and execution of said deed to be paid by the said William F. Bender and Florence Bender, his wife, complainants.

It is finally adjudged and decreed that the Complainants pay the costs of these proceedings.

Benjamin Richardson
Judge

LIBER 79 PAGE 307

PAULINE STITELY 1314 Dellwood Avenue Baltimore, Maryland	:	
vs.	:	IN THE CIRCUIT COURT OF
JACOB S. STITELY Spring Grove State Hospital Catonsville, Baltimore County, Maryland	:	ANNE ARUNDEL COUNTY,
	:	IN EQUITY.
CHARLES L. HEATON and DOROTHY E. HEATON, his wife, Hammonds Ferry Road Linthicum Heights, Anne Arundel County, Maryland.	:	No. 10,203

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

BILL OF COMPLAINT FOR ACCOUNTING,

APPOINTMENT OF RECEIVER AND TRUSTEE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Pauline Stitely, respectfully shows:

1. That she and the Defendant, Jacob S. Stitely were married on or about December 12, 1936; that they lived together as husband and wife until about January 20, 1944 at which time they separated and have since continued to live separate and apart; that she now resides in the City of Baltimore, while her said husband now resides at Catonsville, Baltimore County, State of Maryland.

2. That heretofore they both purchased out of their joint funds certain fee simple property situated on the Southwest side of Hammonds Ferry Road, located in Fifth Election District of Anne Arundel County, which property was conveyed to them as

Filed 10 Apr., 1951.

tenants by the entireties, and is still held by them as such, all of which will more fully appear by reference to the following deeds:

A. A deed dated December 2, 1936 and duly recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 157, folio 367 &c., from Lottie E. Johenning, Widow, containing one acre of land, more or less, therein fully described.

B. A deed dated August 9, 1937, and duly recorded among said Land Records in Liber F. A. M. No. 167, folio 264 &c., from Lottie E. Danson and Wiles Danson, her husband, containing three and two tenths acres, therein fully described.

That certified copies of said two deeds containing full descriptions of said property, are filed herewith, marked "Complainants Exhibits Nos. 1 and 2", and prayed to be taken as part hereof.

3. That said tracts of land are contiguous, and are improved by a one story frame dwelling; that said dwelling is completely furnished containing the usual furnishings incident to a living room, two bed rooms and kitchen, all purchased with the joint funds of your complainant and the Defendant, Jacob S. Stitely; that said land, dwelling and furnishings have a value in excess of Six Thousand Dollars.

4. That the Defendant, Jacob S. Stitely has leased said property at and for a monthly rental of Forty Dollars unto Charles L. Heaton and Dorothy E. Heaton, his wife, the other Defendants herein, on a month to month basis, and has for some

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time collected and continues to collect said rental. That although your Complainant has demanded an accounting of all receipts and expenditures by him, he has refused and still refuses to furnish same and is retaining the net income from said properties for his own personal use.

5. That the said rent collections are impressed with a trust in favor of your Complainant as co-tenant by the entireties with the Defendant, Jacob S. Stitely; that the said Defendant is defrauding your Complainant of both the income from and her interest in the aforesaid property.

TO THE END THEREFORE:

A. That the said Jacob S. Stitely be required to account for all rents, income, profits and expenditures in connection with said property.

B. That the funds in the possession of the Defendant, Jacob S. Stitely and under his control representing rental proceeds from said property be impressed with a trust in favor of him and your Complainant as tenants by the entireties.

C. That a receiver or receivers be appointed to collect the rents, income and profits from said property, subject to the order of this Court.

D. That the Defendant, Jacob S. Stitely be enjoined from removing, destroying, disposing or encumbering the chattels contained in said dwelling.

E. That pending these proceedings the Defendant, Jacob S. Stitely be enjoined from collecting any further rentals from said property for his own personal use.

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F. That pending these proceedings, the Defendants, Charles L. Heaton and Dorothy E. Heaton, his wife, be enjoined from paying any rental of said premises unto the said Jacob S. Stitely.

G. That a decree may be passed for the sale of said fee simple property; a trustee or trustees appointed to make said sale and hold or distribute the proceeds of said sale under the direction of this Court.

H. And for such other and further relief as the nature of her case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Complainant a Writ of Subpoena directed to the said Defendants

JACOB S. STITELY
Spring Grove State Hospital
Catonsville, Baltimore County, Maryland.

CHARLES L. HEATON and
DOROTHY E. HEATON, his wife,
Hammonds Ferry Road
Corner of Evelyn Road,
Linthicum Heights,
Anne Arundel County, Maryland,

commanding them and each of them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND &C.

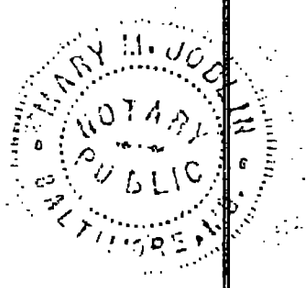
Pauline Stitely
Pauline Stitely, Complainant.

Israel M. Joblin
Israel M. Joblin,
Solicitor for Complainant
220 East Lexington Street
Baltimore 2, Maryland.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 9th day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAULINE STITELY, the within named Complainant, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Mary M Joblin
Notary Public.

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PAULINE STITELY 1314 Dellwood Avenue Baltimore, Maryland	:	
vs.	:	IN THE CIRCUIT COURT OF
JACOB S. STITELY Spring Grove State Hospital Catonsville, Baltimore County, Maryland	:	ANNE ARUNDEL COUNTY,
	:	IN EQUITY.
CHARLES L. HEATON and DOROTHY E. HEATON, his wife, Hammonds Ferry Road Linthicum Heights, Anne Arundel County, Maryland.	:	No. 10,203

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

"COMPLAINANTS EXHIBIT NO. 1"

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

Filed 10 Apr., 1951.
Re-filed 21 Jan., 1952.
Re-filed 23 May, 1952.

(INT. REV. STAMP $1.00)

THIS DEED, Made this 2nd day of December, 1936, by and between LOTTIE E. JOHENNING, (widow), party of the first part, and JACOB S. STITELY and PAULINE STITELY, his wife, parties of the second part, all of Anne Arundel County, Maryland.

WITNESSETH, that for and in consideration of the sum of One dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grand and convey unto the said parties, of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot of ground situate, lying and being in the FIFTH ELECTION DISTRICT OF Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at the Southwest corner of the whole tract from Samuel H. Helfrich, et al, to Frank L. Johenning and Lottie E. Johenning, by Deed dated April 6th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 48, folio 256 etc., as now established in the center line of Hammonds Ferry Road as constructed by the State Roads Commission of Maryland where it intersects the center line of a thirty foot road known as Evelyn Avenue; thence running with the center line of the said Evelyn Avenue as prolonged Westerly, and with the second line of the aforementioned whole tract North Eighty-one degrees, fifteen minutes West twenty feet to an Iron Pipe; thence continuing on the same line North Eighty-one degrees fifteen minutes West six hundred fifty-eight and 55/100 feet to an iron pipe; thence with the third line of the whole tract North Thirty-one degrees thirty minutes East seventy-two and 83/100 feet to an iron pipe; thence leaving said line and running through the whole property South Eighty-one degrees fifteen minutes East six hundred thirty-one and 05/100 feet to an iron

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Examiner's Exh. 3
Filed 5/10/52
E. Clawans
Examiner

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pipe; thence continuing on the same line South Eighty-one degrees fifteen minutes East twenty feet to the center line of Hammonds Ferry Road, thence with the center line of Hammonds Ferry Road by a line curving to the left with a radius of five hundred seventy-three feet to a point South Eight degrees thirty two minutes West sixty-five feet to the point of beginning.

Containing one acre of land, more or less.

BEING a part of the property which was conveyed to Frank L. Johenning and Lottie E. Johenning, his wife, by Samuel H. Helfrich, et al, by Deed dated the 6th day of April, 1929, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 48, folio 256.

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

TO HAVE AND TO HOLD the said lot of ground and premises; above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Jacob S. Stitely and Pauline Stitely, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

And the said Lottie E. Johenning does hereby covenant with the said Jacob S.Stitely and Pauline Stitely, his wife, that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of the same as may be requisite and necessary.

AS WITNESS the hand and seal of the said GRANTOR.

ATTEST: LOTTIE E. JOHENNING (SEAL)

FRED W. KUETHE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of December, 1936,

before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Lottie E. Johenning (widow), and acknowledged the aforegoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) FRED W. KUETHE

NOTARY PUBLIC

RECORDED DECEMBER 8, 1936 at 11 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber F.A.M. No. 157, folio 367, 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 6th day of April, A. D., 1951.

John H. Hopkins 3rd CLERK.

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PAULINE STITELY 1314 Dellwood Avenue Baltimore, Maryland	:	IN THE CIRCUIT COURT OF
vs.	:	ANNE ARUNDEL COUNTY,
JACOB S. STITELY Spring Grove State Hospital Catonsville, Baltimore County, Maryland	:	IN EQUITY.
	:	No. 10,203
CHARLES L. HEATON and DOROTHY E. HEATON, his wife, Hammonds Ferry Road Linthicum Heights, Anne Arundel County, Maryland.	:	

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

"COMPLAINANT'S EXHIBIT NO. 2"

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

Filed 10 Apr., 1951.
Re-filed 21 Jan., 1952.
Re-filed 23 May, 1952.

(INT.REV.STAMP 50¢)(MD. ST. STAMP 20¢)

THIS DEED, Made this 9th day of August,1937,by and between Lottie E. Danson (formerly Lottie E.Johenning), and Wiles Danson hher husband, parties of the first part, and Jacob S. Stitely, and Pauline Stitely, his wife, parties of the second part, all of Anne Arundel County, Maryland.

WITNESSETH, That for and in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part, do grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING in the center of the Hammonds Ferry Road at the distance of Eight Hundred and Twenty One and three tenths feet Southerly from the intersection of the center line of said road with the center line of the road to Elkridge; and running thence in the center of said Hammonds Ferry Road, South nine and one-half degrees West two hundred and twenty-eight and forty-seven one hundredths feet; thence North eighty-one and one fourth degrees West fifteen feet to an iron pipe, still North eighty-one and one-fourth degrees West six Hundred and Sixty feet to a stake in the marsh; thence North thirty-one and one half degrees east two Hundred and fifty-six feet to a stake now set; thence South eighty and one-half degrees East five hundred and sixty-three and six-tenths feet to an iron pipe , and still South eighty and one-half degrees East fifteen feet to the place of beginning. Containing three and two tenths acres clear of the Hammond Ferry Road.

BEING the same lot of ground which was conveyed to Frank L. Johenning and Lottie E. Johenning, his wife, by Samuel Helfrich, et al, by deed dated the 6th day of April, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 48, Folio 256.

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Filed 5/10/52
Examiner's Exh 4
E/Clausius, Examiner

//

TOGETHER with the buildings and improvements thereupon made of being; and all and every the rights, roads, 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 above described or mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Jacob S. Stitely and Pauline Stitely, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said Lottie E. Danson and Wiles Danson, her husband, covenant with the said Jacob S. Stitely and Pauline Stitely his wife, that they will warrant specially the property hereby granted and that they will execute such further assurances of the same as may be requisite and necessary.

AS WITNESS the hands and seals of the said Grantors.

ATTEST:

VIOLA KINDRED — LOTTIE E. DANSON (SEAL)

ROBERT E. KINDRED — his WILES X DANSON (SEAL) MARK

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY, that on this 9th day of August, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Lottie E. Danson (formerly Lottie E. Johenning), and Wiles Danson, her husband, and each acknowledged the aforegoing Deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

VIOLA KINDRED

NOTARY PUBLIC.

(NOTARIAL SEAL)

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Recorded-12th-Aug.-1937-at-10:15-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, STC:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber F.A.M. No. 167, folio 264, 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 6th day of April, A. D., 1951.

John H. Hopkins 3rd.
CLERK.

PAULINE STITELY 1314 Dellwood Avenue Baltimore, Maryland	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY,
JACOB S. STITELY Spring Grove State Hospital Catonsville, Baltimore County, Maryland	*	IN EQUITY
CHARLES L. HEATON and DOROTHY E. HEATON, his wife, Hammonds Ferry Road Linthicum Heights, Anne Arundel County, Maryland	*	No.10,203

* * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Jacob S. Stitely to the Bill of Complaint exhibited against him in the above entitled cause, respectfully shows:

1. That he admits the matters and facts as set forth in Paragraph 1 of said Bill of Complaint alleging, however, that the separation therein alleged was caused by the Plaintiff herein deserting and abandoning this Defendant.

2. That he admits the matters and facts as set forth in Paragraph 2 of said Bill of Complaint except that he denies that said properties were purchased with the joint funds of the Plaintiff and this Defendant.

3. And Answering Paragraph 3 of said Bill of Complaint, he says that he admits that said tracts of land are contigious and are improved by a one story frame dwelling and he has no knowledge of the value of said property demanding strict proof thereof; that he denies all the other matters and facts as set forth in said Paragraph 3 of said Bill of Complaint alleging to the contrary that the only furnishings in said dwelling belonging to the Plaintiff and this Defendant are; one bedroom suite, one dining-room suite, 1 refrigerator and one gas stove.

Filed 22 May, 1951.

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4. That he admits the matters and facts as set forth in Paragraph 4 of said Bill of Complaint.

5. That he emphatically denies the matters and facts as set forth in Paragraph 5 of said Bill of Complaint and demands strict proof thereof, alleging to the contrary that any of said property belonging to the Plaintiff and this Defendant is held in tenants by the entireties and that he and the Plaintiff, being husband and wife, he has a legal right to collect the income therefrom and maintain said property for the benefit of both, and had the Plaintiff not deserted him and refuse to live with him as man and wife, said property could now be maintained as their home.

AND having fully answered said Bill of Complaint, he prays to be hence dismissed with costs.

James K. Cullen, Solicitor for Defendants

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21st day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JAMES K. CULLEN, and made oath in due form of law that the matters and facts as set forth in the aforegoing Answer are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mary Ruth Mullineaux, Notary Public

Copy mailed to Israel M. Joblin, Solicitor for Complainant, 220 East Lexington Street, Baltimore - 2, Maryland, this 21st day of May, 1951.

Solicitor for Defendants.

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PAULINE STITELY 1314 Dellwood Avenue Baltimore, Maryland	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY,
JACOB S. STITELY Spring Grove State Hospital Catonsville, Baltimore County, Maryland	*	IN EQUITY
	*	No.10,203
CHARLES L. HEATON and DOROTHY E. HEATON, his wife, Hammonds Ferry Road Linthicum Heights, Anne Arundel County, Maryland	*	

* * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Charles L. Heaton and Dorothy E. Heaton, his wife, to the Bill of Complaint exhibited against them in the above entitled cause, respectfully show:

1. That they have no knowledge of the matters and facts as set forth in Paragraphs 1 and 2 of said Bill of Complaint and demand strict proof thereof.

2. That they have no knowledge of the matters and facts as set forth in Paragraph 3 of said Bill of Complaint excepting that the dwelling therein referred to is furnished with their own, the tenants, furnishings, except; one bedroom suite, one dining-room suite, 1 refrigerator and one gas stove.

3. That they have no knowledge of the matters and facts as set forth in Paragraph 4 and 5 of said Bill of Complaint except that they admit that they lease said dwelling at and for a monthly rental of Forty (40) Dollars on a month to month basis and have paid the rent regularly to the Defendant herein.

AND having fully Answered said Bill of Complaint, they pray to be hence dismissed with costs.

Joseph K. Sullivan
Solicitor for Defendants.

Copy mailed to Israel M. Joblin, Solicitor for Complainant, 220 East Lexington Street, Baltimore - 2, Maryland, this 21st day of May, 1951.

Joseph K. Sullivan
Solicitor for Defendants.

Filed 22 May, 1951.

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PAULINE STITELY	:	
vs.	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL
JACOB S. STITELY	:	COUNTY.
CHARLES L. HEATON and	:	
DOROTHY E. HEATON, his wife.	:	IN EQUITY.
	:	No. 10,203

: :

NOTICE OF TIME AND PLACE OF TAKING

DEPOSITIONS.

TO

JAMES K. CULLEN, Esq.,
2 East Lexington Street
Baltimore 2, Maryland

Solicitor for Defendants.

Please take notice that at 11:30 A. M. on Friday, December 28, 1951 at 733 Title Building, Saint Paul and Lexington Streets, Baltimore 2, Maryland, before Mason P. Morfit, one of the examiners of the Circuit Courts of Baltimore City, or any other duly qualified Notary or other officer, depositions of the following witness will be taken on behalf of Pauline Stitely, complainant:

J. Brooks Mellor
Severna Park, Maryland

pursuant to the General Rules of Practice and Procedure adopted by the Court of Appeals of Maryland pursuant to Chapter 719 of the Acts of 1939, and any amendments thereto.

Israel M. Joblin

Israel M. Joblin, Solicitor for
Pauline Stitely, Complainant.

I HEREBY CERTIFY, that a copy of the foregoing Notice was this 20th day of December, 1951, mailed to James K. Cullen, Esq., 2 East Lexington Street, Baltimore 2, Maryland, Solicitor for Defendants.

Israel M. Joblin

Solicitor for Defendants.

Filed 22 Dec., 1951.

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Filed 5 Jan., 1952.
Re-filed 23 May, 1952.

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Doc. 1
IN EQUITY
No. 10,203

IN THE CIRCUIT COURT
ANNE ARUNDEL COUNTY

DEPOSITIONS

PAULINE STITELY

VS.

JACOB S. STITELY,
CHARLES L. HEATON and
DOROTHY E. HEATON, his wife

No.

PLAINTIFF'S COSTS

Examiners	$
Copies	
Sheriff	
Stenographer	
	$

DEFENDANT'S COSTS

Examiners	$
Copies	
Sheriff	
Stenographer	
	$

No. 10,203 Eq
Stitely vs Stitely
Deposition of
Pauline Stitely
Filed 5/23/52
Exh. 1
E. N. Lawrence
Examiner

PAULINE STITELY

vs.

JACOB S. STITELY,
CHARLES L. HEATON and
DOROTHY E. HEATON,
his wife

In the Circuit Court
OF ANNE ARUNDEL COUNTY
~~OF BALTIMORE CITY~~
IN EQUITY
No. 10,203

The above cause being at issue,

and notice having been given me by the Solicitor for the plaintiff of a desire to take testimony in the same, I, MASON P. MORFIT, one of the Standing Examiners of the Circuit Courts of Baltimore City, met on the twenty-sixth day of December, in the year nineteen hundred and fifty-one, at my office, in the City of Baltimore, in the State of Maryland, and assigned the twenty-seventh day of December, in the same year at eleven-thirty o'clock in the fore noon and my said office, as the time and place for such examination of witnesses in said cause; at which last mentioned time and place I attended, due notice of such meeting having been given, and proceeded in the presence of the Solicitors for the respective parties to take the following depositions, that is to say:—

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TESTIMONY taken at the office of Mason P. Morfit, Examiner, on Thursday, 27 December 1951, at 11:30 A.M.

Present: Israel M.Joblin, Counsel for Complainant.
James K. Cullen, Counsel for Defendants.

Thereupon: --

J. BROOKS MELLOR, a witness of lawful age, produced on behalf of the Complainant, being first duly sworn, deposeth and saith as follows, that is to say.-

BY THE EXAMINER:

Q- State your name, address and occupation.

A- J. Brooks Mellor, Severna Park, Maryland, realtor.

BY MR.JOBLIN:

Q- How long have you been engaged in the business of being a realtor?

A- For 32 years.

Q- Are you familiar with property values in Anne Arundel County?

A- I am.

Q- Have you been heretofore engaged to appraise and value property in Anne Arundel County?

A- Quite extensively.

Q- By whom?

A- Well, I am today appraising - finishing up an appraisal of between thirty and forty properties for the Consolidated Gas, Electric Light and Power Company for the construction of a high tension line down to Hawkins Point. I have appraised for the Navy Department. I have appraised for Anne Arundel County. I have appraised for various trust companies and the Federal Government on income tax matters and things of that sort and done various private appraisals.

Q- Have you been heretofore accepted as a qualified appraiser in the Courts for Anne Arundel County?

A- I have.

Q- Are you familiar with property values on Hammonds Ferry Road in Anne Arundel County?

A- I am.

Q- State if you were requested by me to

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inspect and appraise the property on Hammonds Ferry Road owned by Jacob S.Stitely and Pauline Stitely,his wife, which is fully described in the following two deeds, one a deed dated December 2, 1936, from Lottie E.Johenning, Widow, to Jacob Stitely and Pauline Stitely recorded among the Land Records of Anne Arundel County in Liber F.A.M. 157, Folio 367, etc., and the second deed dated August 9, 1937 from Lottie E.Danson and husband to said Stitely and wife recorded among the Land Records of Anne Arundel County in Liber F.A.M. 167, Folio 264?

A- I was.

Q- Have you made up a written report in which you have included a description of the property and your value?

A- I have.

Q- I hand you this booklet and ask you to please identify that?

A- Yes, this is my complete report and the exhibits relative thereto, the certification.

NOTE: Said report is now filed with the Examiner and marked Plaintiff's Exhibit ExaminerNo.1.

Q- Tell us what valuation you placed upon both properties as an entirety?

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A- $6500.00.

MR.JOBLIN: That's all.

MR.CULLEN: No Questions.

General Question

Do you know or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties? If so, state the same fully and at large in your answer.

Ans. - No

Name - Booths Miller

I, MASON P. MORFIT, Examiner of the Circuit Courts of Baltimore City, duly authorized to administer oaths and to take and certify depositions, do hereby certify that at 11:30 o'clock A.M. on Friday, December 28, 1951, at 733 Title Building, Baltimore, Maryland, I was attended by Israel M.Joblin, Esquire, Solicitor for Pauline Stitely, Plaintiff, and James K.Cullen, Esquire, Solicitor for Jacob S.Stitely, Defendant, at which time the depositions of J.Brooks Mellor were taken on behalf of said Pauline Stitely; that the said witness was of sound mind and lawful age, and was by me first duly sworn to testify the truth, the whole truth and nothing but the truth and he thereupon testified as is shown in the foregoing transcript; that the whole depositions was taken orally in the form of questions and answers and was taken down stenographically under my direction and thereafter reduced to typewriting under my supervision and that the foregoing transcript is a true and accurate transcript

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of said stenographic notes taken as aforesaid.

I FURTHER CERTIFY that I am not of counsel nor attorney for any of the parties to the foregoing entitled cause; nor am I related either by blood or marriage to any of such parties; nor am I interested directly or indirectly in the matter in controversy.

Mason P. Morfit

There is one Exhibit with these depositions, to wit: Plaintiff's Exhibit Examiner No. 1.

Mason P. Morfit

Subscribed and sworn to before me this fourth day of January, 1952.

Notary Public

LIBER 79 PAGE 333

In the Circuit Court
of Anne Arundel County

Pauline Stitely
v.
Jacob S. Stitely
Charles L. Heaton and
Dorothy E. Heaton, his wife

Plaintiff's Exhibit Examiner No 1

Appraisal of Stitely Property
5th District Anne Arundel County, Md.
for
Mr. Israel M. Joblin, Attorney at Law
by
J. Brooks Mellor, Appraiser

FILED WITH
THE EXAMINER
DEC 27 1951
MASON P. MORRIT,
EXAMINER

J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND

PHONE SEVERNA PARK 202

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SPECIALIZING IN WATERFRONT REAL ESTATE SINCE 1919

J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND

PHONE SEVERNA PARK 202

LIBER 79 PAGE 335

22 December 1951

Mr. Israel M. Joblin
Attorney at Law
220 East Lexington Street
Baltimore 2, Md.

Dear Sir :

In accordance with your request of December 20th, I have carefully examined the two lots or parcels of land titled in the names of Jacob S. Stitely and Pauline Stitely, his wife, located in the 5th District of Anne Arundel County, Maryland, on Hammond Ferry Road about a quarter mile North of the New Baltimore and Washington Expressway now being constructed and am of the opinion, that as of this date December 22, 1951, the Fair Market Value is Sixty-Five Hundred Dollars. ($6500.00)

Very truly yours,
J. Brooks Mellor
J. Brooks Mellor, appraiser

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J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND
PHONE SEVERNA PARK 202

LIBER 79 PAGE 336

Appraisal Report

The real estate considered in this report consists of two parcels or lots of ground, located in 5th District of Anne Arundel County Maryland, on the West side of Hammond Ferry Road about a quarter of a mile North of the New Baltimore and Washington Expressway now in the course of construction.

For the purposes of identification these two parcels will be designated as Parcel A and Parcel B.

Parcel "A" consists of one acre of land fronting 65 feet on Hammond Ferry Road, acquiredby Jacob S. Stitely and Pauline Stitely, his wife in whose names it is now titled, December 2, 1936 from Lottie E. Johenning, widow. For reference thereto see F. A. M. 157, Folio 367 of Anne Arundel County land records, for the sum of One Thousand Dollars ($1000.00). At the time of acquisition it was improved by an old filling station, which has been converted into a dwelling of very inferior construction, containing no conveniences other than electricity. The small converted bungalow contains 4400 cubic f feet, is 20 by 22 feet overall, with a height of 10 feet. There is no central heating , no running water, no bath. The exterior walls are wood shingle. The interior consists of a small living room, two small bed rooms and very small kitchenette, walls are of plaster board. Floors and trim No. 3 Pine. The type of construction is listed in Boeckh's Manual of Appraisals as " Bungalow Cheap " Its, reproduction value as of todays construction costs would be -

	$1,600.00
15% Depreciation is	240.00
Todays true value is	$ 1,360.00
There are two very inferior out buildings built of second hand lumber worth	$ 300.00
The total improvements are valued at	$ 1,660.00
Lot " A " is worth $20 per front foot or	$ 1,300.00
Total Value of Parcel " A "	$ 2,960.00

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J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND

PHONE SEVERNA PARK 202

LIBER 79 PAGE 337

Parcel " B " consists of 3 2/10 acres of unimproved land, lying to North of Parcel " A " and fronting on Hammond Ferry Road 228.47 feet. It adjoins Parcel " A " on the North. It was acquired August 9th, 1937 by Jacob S. Stitely and PaulineStitely, his wife from Lottie E. Danson (formerly Lottie E. Johenning) and husband Wiles Danson. For title reference thereto see F. A. M. 167, Folio 264. The documentary stamps on the deed indicate a consideration of Two Hundred Dollars ($200.00). The neighborhood is mixed. Immediately North of this parcel there are a number of residences of the $7500 to $12,000 class, opposite it is a commerical structure, The Linthicum Dyers and Cleaners and about 200 feet North of this structure is a Tavern. The land is Zoned Light Commerical on the present 5th District Zoning Map. Its best utility will be subdivision into lots for cheap dwellings.
The land for this purpose could be capitalized at $20.00 per front foot, but as there is an expense involved in doing this and building operations are necessary, I have valued the land as it is today at $15.00 per front foot or Thirty-four Hundred Dollars ($3400.00)

The total values of the properties are therefore -

Lot " A "	$1,300.00
Improvements on Lot " A "	$1,660.00
Lot " B "	$3400.00
Total Valuation	$6,360.00

Say-
Sixty-five Hundred Dollars ($6500.00)

I the undersigned do hereby certify that to the best of my knowledge and belief, the statements and opinions contained in this report, subject to the limiting and contingent conditions, herein set forth, are correct, also that I have no present or contemplated future interest in the property appraised, also that this report is made in conformity with the Standards of Practices of the National Association of Real Estate Boards and all improvements valued in accordance with " BoeckH's " monthly statistical reports on building costs.

J. Brooks Mellor

J. Brooks Mellor, appraiser

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SPECIALIZING IN WATERFRONT REAL ESTATE SINCE 1919

J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND

PHONE SEVERNA PARK 202

LIBER 79 PAGE 338

Recent Sales

In 1946 Litzenberg sold to BASLOH, 185 feet on Hammond Ferry Road on which he established a $210.00 annual ground rent. The capitalization being $3500.00.

J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND

PHONE SEVERNA PARK 202

LIBER 79 PAGE 339

Limiting or Contingent Conditions

1. That the property remain zoned as at present.

2. Lot " B " Contains 228 feet of Road frontage, if any has been sold off, the valuation should be reduced $15.00 for each front foot sold.

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J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND

PHONE SEVERNA PARK 202

LIBER 79 PAGE 340

Qualifications of Appraiser

1. I have been a licensed Real Estate Broker for 32 years.
2. I have maintained an office in Severna Park for 16 years.
3. I have been a member of the Real Estate Board of Anne Arundel County and of the National Association of Real Estate Boards since the inception of the local Board, of which Board I have served two terms as President.
4. I am a member of the Maryland Real Estate Association.
5. I have been employed as appraiser by the Navy Department, by Anne Arundel County, by Trust Companies and other large interests to make appraisals of various types of properties
6. I have been accepted by courts as aqualified appraiser, in giving testimony.
7. I have just finished 28 appraisals of easements in this general section for Consolidated Gas, Electric Light and Power Co.

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J. BROOKS MELLOR
REALTOR
EXPERT QUALIFIED APPRAISER
SEVERNA PARK, MARYLAND

PHONE SEVERNA PARK 202

LIBER 79 PAGE 341

Exhibits

1. Legal description of Parcel " A "

2. Legal description of Parcel " B "

3. Photos of Improvements

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COPY Exhibit 'A'

(INT. REV. STAMP $1.00) LIBER 79 PAGE 342

THIS DEED, Made this 2nd day of December, 1936, by and between LOTTIE E. JOHENNING, (widow), party of the first part, and JACOB S. STITELY and PAULINE STITELY, his wife, parties of the second part, all of Anne Arundel County, Maryland.

WITNESSETH, that for and in consideration of the sum of One dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties, of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot of ground situate, lying and being in the FIFTH ELECTION DISTRICT OF Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at the Southwest corner of the whole tract from Samuel H. Helfrich, et al, to Frank L. Johenning and Lottie E. Johenning, by Deed dated April 6th, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 256 etc., as now established in the center line of Hammonds Ferry Road as constructed by the State Roads Commission of Maryland where it intersects the center line of a thirty foot road known as Evelyn Avenue; thence running with the center line of the said Evelyn Avenue as prolonged Westerly, and with the second line of the aforementioned whole tract North Eighty-one degrees, fifteen minutes west twenty feet to an Iron Pipe; thence continuing on the same line North Eighty-one degrees fifteen minutes West six hundred fifty-eight and 55/100 feet to an iron pipe; thence with the third line of the whole tract North Thirty-one degrees thirty minutes East seventy-two and 83/100 feet to an iron pipe; thence leaving said line and running through the whole property South Eighty-one degrees fifteen minutes East six hundred thirty-one and 05/100 feet to an iron pipe; thence continuing on the same line South Eighty-one degrees fifteen minutes East twenty feet to the center line of Hammonds Ferry Road, thence with the center line of Hammonds Ferry Road by a line curving to the left with a radius of five hundred seventy-three feet to a point South Eight degrees thirty two minutes West sixty-five feet to the point of beginning.

"A"

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Containing one acre of land, more or less.

BEING a part of the property which was conveyed to Frank L. Johenning and Lottie E. Johenning, his wife, by Samuel H. Helfrich, et al, by Deed dated the 6th day of April, 1929, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 48, folio 256.

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

TO HAVE AND TO HOLD the said lot of ground and premises; above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Jacob S. Stitely and Pauline Stitely, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

And the said Lottie E. Johenning does hereby covenant with the said Jacob S. Stitely and Pauline Stitely, his wife, that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of the same as may be requisite and necessary.

AS WITNESS the hand and seal of the said GRANTOR.

ATTEST:

FRED W. KUETHE. LOTTIE E. JOHENNING (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of December, 1936, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared Lottie E. Johenning (widow), and acknowledged the aforegoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

FRED W. KUETHE
NOTARY PUBLIC

RECORDED DECEMBER 8, 1936 at 11 A. M.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber F. A. M. No. 157, folio 367, 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 6th day of April, A. D., 1951.

John H. Hopkins, 3rd, CLERK

COPY Exhibit "B"

LIBER 79 PAGE 345

(INT. REV. STAMP 50¢) (MD. ST. STAMP 20¢)

THIS DEED, Made this 9th day of August, 1937, by and between Lottie E. Danson (formerly Lottie E. Johenning), and Wiles Danson, her husband, parties of the first part, and Jacob S. Stitely and Pauline Stitely, his wife, parties of the second part, all of Anne Arundel County, Maryland.

WITNESSETH, That for and in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part, do grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING in the center of the Hammonds Ferry Road at the distance of Eight Hundred and Twenty One and three tenths feet Southerly from the intersection of the center line of said road with the center line of the road to Elkridge; and running thence in the center of said Hammonds Ferry Road, South nine and one-half degrees West two hundred and twenty-eight and forty-seven one hundredths feet; thence North eighty-one and one fourth degrees West fifteen feet to an iron pipe, still North eighty-one and one-fourth degrees West six Hundred and Sixty feet to a stake in the marsh; thence North thirty-one and one half degrees east two Hundred and fifty-six feet to a stake now set; thence South eighty and one-half degrees East five hundred and sixty-three and six-tenths feet to an iron pipe, and still South eighty and one-half degrees East fifteen feet to the place of beginning. Containing three and two tenths acres clear of the Hammonds Ferry Road.

BEING the same lot of ground which was conveyed to Frank L. Johenning and Lottie E. Johenning, his wife, by Samuel Helfrich, et al, by deed dated the 6th day of April, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, Folio 256.

"B"

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TOGETHER with the buildings and improvements thereupon made of being; and all and every the rights, roads, 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 above described or mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Jacob S. Stitely and Pauline Stitely, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said Lottie E. Danson and Wiles Danson, her husband, covenant with the said Jacob S. Stitely and Pauline Stitely, his wife, that they will warrant specially the property hereby granted and that they will execute such further assurances of the same as may be requisite and necessary.

AS WITNESS the hands and seals of the said Grantors.

ATTEST:

VIOLA KINDRED

ROBERT E. KINDRED

LOTTIE E. DANSON (SEAL)

his

WILES X DANSON (SEAL)

mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of August, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Lottie E. Danson (formerly Lottie E. Johenning), and Wiles Danson, her husband, and each acknowledged the aforegoing Deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

VIOLA KINDRED
NOTARY PUBLIC

(NOTARIAL SEAL)

RECORDED 12th - Aug. - 1937 - at -10:15 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, STC:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F. A. M. No. 167, Folio 264, 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 6th day of April, A. D., 1951.

John H. Hopkins, 3rd.
Clerk

PAULINE STITELY	:	
vs.	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL
JACOB S. STITELY	:	COUNTY.
CHARLES L. HEATON and	:	
DOROTHY E. HEATON, his wife.	:	IN EQUITY. No. 10,203
	:	

: :

PETITION OF PLAINTIFF FOR LEAVE TO AMEND BILL OF COMPLAINT.

Filed 15th Jan., 1952.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Pauline Stitely, Complainant, respectfully represents:

1. That on or about the 10th day of April, 1951, she filed her Bill of Complaint herein against her husband, Jacob S. Stitely, et al., praying for the appointment of a receiver to collect rentals and a trustee to sell certain fee simple property which your petitioner alleged was held by them as tenants by the entirety.

2. That since the filing of said Bill of Complaint your petitioner has been advised that one of the lots of ground mentioned in said Bill of Complaint is owned by them as joint tenants and not as tenants by the entireties as alleged in said Bill of Complaint.

3. Your petitioner therefore represents that the Bill of Complaint herein should show the true status of the ownership of said property.

WHEREFORE YOUR PETITIONER prays this Honorable Court to grant her leave to amend said Bill of Complaint to show the exact ownership of said property.

AND AS IN DUTY BOUND &C.

Pauline Stitely
Pauline Stitely, Complainant.

Israel M. Joblin
Israel M. Joblin,
Solicitor for Complainant,
220 East Lexington Street,
Baltimore 2, Maryland.

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LIBER 79 PAGE 348

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAULINE STITELY, the within named Complainant, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true.

AS WITNESS my hand and Notarial Seal.

Mary M. [illegible]
Notary Public.

I HEREBY CERTIFY that a copy of the above Petition and the attached proposed Order of Court was this 17th day of January, 1952, mailed to James K. Cullen, Esquire, 2 East Lexington Street, Baltimore 2, Maryland, Solicitor for Defendants.

Israel M. Cohen
Solicitor for Complainant.

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LIBER 79 PAGE 349

ORDER

UPON THE FOREGOING PETITION AND AFFIDAVIT, it is this 2nd day of January, 1952, by the Circuit Court for Anne Arundel County, In Equity, ORDERED - - -

That the Plaintiff be and she is hereby granted leave to file an Amended Bill of Complaint.

Judge.

Filed 15 Jan., 1952.

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PAULINE STITELY 1314 Dellwood Avenue Baltimore, Maryland	:	
VS.	:	IN THE CIRCUIT COURT OF
JACOB S. STITELY Spring Grove State Hospital Catonsville, Baltimore County, Maryland	:	ANNE ARUNDEL COUNTY, IN EQUITY
CHARLES L. HEATON and DOROTHY E. HEATON, his wife, Hammonds Ferry Road Linthicum Heights, Anne Arundel County, Maryland	:	No. 10,203

: :

AMENDED BILL OF COMPLAINT FOR ACCOUNTING,
APPOINTMENT OF RECEIVER AND TRUSTEE,
CONSTRUCTION OF DEED &C.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Amended Bill of Complaint of Pauline Stitely, leave of Court having first been granted, respectfully shows:

1. That she and the defendant, Jacob S. Stitely were married on December 12, 1936; that they lived together as man and wife until about January 20, 1944 at which time they separated and have since continued to live separate and apart; that she is now a resident of the City of Baltimore, while the defendant, her husband, Jacob S. Stitely, is now a resident of Catonsville, Baltimore County, Maryland.

2. That prior to their said marriage on December 12, 1936, your oratrix and the defendant, Jacob S. Stitely, purchased out of their joint funds, a parcel of land, in fee simple, comprising one acre of land, more or less, improved by a frame dwelling and out buildings, situated on the Southwest side of Hammonds Ferry Road, in the Fifth Election District of Anne Arundel County, State of Maryland, all of which will more fully appear by

Filed 21 Jan., 1952.

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reference to a deed dated December 2, 1936, and duly recorded on December 8, 1936 among the Land Records of Anne Arundel County in Liber F. A. M. No. 157, folio 367 &c., from Lottie E. Johenning, widow, unto your oratrix and the defendant, Jacob S. Stitely, said property being therein more fully described; a certified copy of said deed having heretofore been filed herein marked "Complainant's Exhibit No. 1" and which is prayed to be taken as part hereof.

3. That although said deed refers to the grantees as "Jacob S. Stitely and Pauline Stitely, his wife", and conveys said property to them as tenants by the entirety, they were not husband and wife at the time said deed was executed and delivered. That your oratrix has been advised and therefore alleges that since she and the said Jacob S. Stitely were not yet married at the time said deed was executed and delivered, that they held said property as joint tenants and not as tenants by the entireties.

4. That thereafter your oratrix and her said husband, Jacob S. Stitely, purchased out of their joint funds, an additional parcel of ground immediately adjoining the hereinbefore described property on the north, comprising a tract of unimproved land, in fee simple, containing three and two-tenths acres, more or less, and which is more fully described in a deed dated August 9, 1937 and duly recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 167, folio 264 &c., from Lottie E. Danson and Wiles Danson, her husband, unto the defendant, Jacob S. Stitely, and your oratrix, as tenants by the entireties; a certified copy of said deed having heretofore been filed herein marked "Complainant's Exhibit No. 2" and prayed to be taken as part hereof.

5. That the defendant, Jacob S. Stitely, has leased both of said properties, including one bedroom suite, one dining room suite, one refrigerator and one gas stove contained in the frame dwelling, said household furniture being also the joint property of your oratrix and the defendant, Jacob S. Stitely, at and for the monthly rental of Forty ($40.00) Dollars unto Charles L. Heaton and Dorothy E. Heaton, his wife, the other defendants

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named herein, and has for some time collected and continues to collect said rental. That although your oratrix has demanded an accounting of all receipts and disbursements by him, he has refused and still refuses to furnish same and is retaining the net income from said property for his own personal use.

6. That the said rent collections are impressed with a trust in favor of your oratrix to the extent of her joint interest in said property; that the defendant, Jacob S. Stitely, is defrauding your oratrix of both the income from and her interest in said property.

7. That a partition of said fee simple properties and chattels among the parties entitled thereto, namely, your oratrix and the defendant, Jacob S. Stitely, according to their respective interests therein as aforesaid, can not be made without material loss and injury to them, and it would be to the benefit and advantage of all parties interested that said fee simple properties and chattels be sold and the proceeds thereof divided among them according to their respective interests.

8. That said property including the chattels therein, hereinbefore mentioned, have an approximate value of $7,000.00.

TO THE END THEREFORE:

A. That the deed referred to in Paragraph 2 herein be construed by this Honorable Court to determine whether the grantees therein hold said property as tenants by the entireties as therein mentioned or as joint tenants.

B. That the funds in the possession of the defendant, Jacob S. Stitely, and under his control representing rental proceeds from said properties be impressed with a trust in favor of your oratrix to the extent of her interest in said properties.

C. That pending these proceedings the defendant, Jacob S. Stitely, be enjoined from collecting any further rentals from said properties for his own personal use.

D. That the said Jacob S. Stitely be required to account for all rents, income, profits and expenditures in connection with said properties.

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E. That the said Jacob S. Stitely be enjoined from removing, destroying, disposing or encumbering the household furniture contained in the dwelling.

F. That pending these proceedings, the defendants, Charles L. Heaton and Dorothy E. Heaton, his wife, tenants of said property, be enjoined from paying any rental unto the said Jacob S. Stitely.

G. That a receiver or receivers be appointed to take charge of said property and collect the rent, income and profits thereof, subject to the order of this Court.

H. That a decree may be passed for the sale of said property and a trustee or trustees be appointed to make said sale.

I. That the proceeds resulting from said sale or sales be brought into this Court for distribution among the parties entitled according to their respective interests or that the said proceeds be held for the benefit of the parties entitled as this Honorable Court may deem proper.

J. And for such other and further relief as the nature of her case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Complainant a Writ of Subpoena directed to the said Defendants

JACOB S. STITELY
Spring Grove State Hospital
Catonsville, Baltimore County, Maryland.

CHARLES L. HEATON and
DOROTHY E. HEATON, his wife,
Hammonds Ferry Road
Corner of Evelyn Road,
Linthicum Heights,
Anne Arundel County, Maryland,

commanding them and each of them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND &C.

Israel M. Joblin

Israel M. Joblin, Solicitor for Complainant
220 E. Lexington Street, Baltimore 2, Md.

Pauline Stitely

Pauline Stitely, Complainant.

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 16th day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAULINE STITELY, the within named Complainant, and made oath in due form of law that the matters and facts therein set forth, are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mary M. Jobler
Notary Public.

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LIBER 79 PAGE 355

PAULINE STITELY :

vs. :

JACOB S. STITELY :

CHARLES L. HEATON and :

DOROTHY E. HEATON, his wife. :

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY.

IN EQUITY

: No. 10,203

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

_____ Term, 1952

Filed 1 March 1952.

The Defendants, Jacob S. Stitely, Charles L. Heaton and Dorothy E. Heaton, his wife, having all been duly summoned to appear to the Amended Bill of Complaint, and having failed to appear thereto, according to the exigency of the writ, - - - - - -

It is thereupon this 1st day of ~~February~~ March, 1952, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Complainant is entitled to relief in the premises, and that the Amended Bill of Complaint be and is hereby taken pro confesso against the Defendants, Jacob S. Stitely, Charles L. Heaton and Dorothy E. Heaton, his wife. But because it doth not certainly appear to what relief the Plaintiff is entitled, it is further ADJUDGED and ORDERED, that testimony be taken to support the allegations of the Bill.

Benjamin Weedon

Judge.

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PAULINE STITELY,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
JACOB S. STITELY, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,203 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

May 10, 1952

Filed 23 May, 1952.

Present:

Mr. Israel M. Joblin, Solicitor for Plaintiff.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

J. Brooks Mellor, pages 1, 2.

Pauline Stitely, pages 2 to 7.

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J. Brooks Mellor, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Joblin)

1. State your name and address.

A. J. Brooks Mellor, Severna Park, Maryland.

2. What is your occupation?

A. Realtor.

3. How long have you been engaged in the business of real estate?

A. Thirty-three years.

4. Are you the same J. Brooks Mellor who testified for the complainant at a hearing held in Baltimore City on December 27, 1951?

A. I am.

5. In that hearing you gave your qualifications as a real estate expert and appraiser, did you not?

A. Yes.

6. You appraised both lots as an entirety for $6500.00?

A. I did.

7. In your opinion, would you say your appraisal still holds good or has it increased or decreased in value?

A. It is approximately the same.

8. In your opinion as a real estate expert and as one who is personally familiar with the property in question, would you say the property could be divided in kind without material loss or injury to the parties interested in this case?

A. It cannot be divided.

9. Would it be to the advantage and benefit of the parties to this case that these properties be sold and the proceeds be divided among them?

A. It is the only way I know; it would have to be sold as a whole.

11. In other words, it would be to their advantage?

A. Yes.

12. Can you identify this?

A. It is a copy of the testimony I gave at the hearing in Baltimore City.

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13. And is this your report of the properties you made at the time?

A. Yes.

(DEPOSITION OF MR. MELLOR TAKEN IN BALTIMORE CITY DECEMBER 27, 1951 TOGETHER WITH HIS REPORT AND APPRAISAL OF THE PROPERTY AND EXHIBITS THEREIN INCLUDED MARKED EXAMINER'S EX. 1)

(Mr. Klawans)

To the General Question under the rule, the witness answers "No".

J. Brooks Mellor

J. Brooks Mellor

****

Pauline Stitely, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Joblin)

1. State your name and address.

A. Pauline Stitely, 1314 Delwood Avenue, Baltimore, Md.

2. What is your occupation?

A. I am an inspector for Mt. Vernon Woodburning Mills in Baltimore.

3. Are you the plaintiff in this case?

A. Yes.

4. Who is the defendant?

A. My husband.

5. When and where were you married?

A. December 12, 1936 in Catonsville.

6. What was your maiden name?

A. Pauline Brooks.

7. Will you identify this paper?

A. It is my marriage license.

(CERTIFIED COPY OF MARRIAGE LICENSE MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

8. Are you and your husband now living together?

A. No.

9. When did you separate?

A. January 1944.

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10. What day?

A. The 20th.

11. Have you lived separate and apart since January 20, 1944?

A. Yes.

12. Did you and your husband jointly acquire any property?

A. Yes.

13. What property did you acquire?

A. Two pieces of property we acquired; we bought one first and then one later on.

14. When you purchased the first piece what did it consist of?

A. It was a house with one acre of ground on Hammond's Ferry Road.

15. When did you buy that property, before or after you were married?

A. Before, about a week or so before we were married.

16. That first piece of property, what did you use that property for?

A. We lived in that property.

17. Did you live there until the separation on January 20, 1944?

A. Not all the time.

18. The time that you did not live in that property, what did you use the property for?

A. We had it rented out.

19. Who had received the rental for it at that time?

A. My husband and I together when I first left him; when we first rented the place out, we had the money together.

20. I show you a certified copy of a deed, which has been filed as Plaintiff's Exhibit 1 in this case, dated December 2, 1936, and is recorded among the Land Records of Anne Arundel County in Liber F.A.M. 157, folio 367 from Lottie E. Johenning, widow, to Jacob S. Stitely and Pauline Stitely, his wife, conveying a lot of ground containing one acre, more or less, located on Hammond's Ferry Road in the Fifth Election District of Anne Arundel County. Does it describe the first piece of property which you and your husband purchased and which you just mentioned?

A. Yes.

CERTIFIED COPY

(DEED FILED AS PLAINTIFF'S EX. 1 MARKED EXAMINER'S EX. 3)

21. This deed describes you as Pauline Stitely, the wife of Jacob S. Stitely, but at the time this deed was made you and your husband had not yet been

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married, is that correct?

A. Yes.

22. When did you purchase the other piece of property?

A. About a year after we were married.

23. Where is it located?

A. Adjoining the property.

24. Was it an unimproved parcel of land?

A. Yes, it was unimproved.

25. I show you a certified copy of a deed which has been filed in this case as Plaintiff's Ex. 2, which is the deed dated August 9, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 167, folio 264, from Lottie E. Danson and Wiles Danson, her husband, to Jacob S. Stitely and Pauline Stitely, his wife, conveying a lot containing 3.2 acres of ground on Hammond's Ferry Road in the Fifth Election District of Anne Arundel County, which is conveyed to you and your husband as tenants by the entireties. Does this deed describe the lot of ground which you have just mentioned?

A. Yes it does.

(CERTIFIED COPY OF DEED FILED AS PLAINTIFF'S EX. 2 MARKED EXAMINER'S EX. 4)

26. In addition to the two pieces of property which you have just mentioned, did you and your husband jointly purchase any personal property of any kind?

A. We had household furnishings, bed room suite, dining room suite, ice box and gas stove.

27. Where are those items now located?

A. In the bungalow on Hammond's Ferry Road.

28. The personal property which you purchased and two pieces of real estate, where did the funds come from that were used to purchase this property?

A. My husband and I both; we were both working; we put our money together and paid for it.

29. It was purchased from the joint earnings of you and your husband?

A. Yes.

30. Did you pay cash for the property?

A. No.

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31. How did you pay the balance?

A. We got a mortgage on the property.

32. Where did the money come from to make weekly or monthly payments to the mortgage association?

A. From the joint earnings because we put our money together and paid what had to be paid.

33. Is the mortgage paid off?

A. Yes.

34. Was it paid off before or after you and your husband separated?

A. Before.

35. Who are Charles L. Heaton and Dorothy E. Heaton, his wife, who are also named as defendants in this case?

A. The people who are renting the bungalow.

36. How much is the rental?

A. $40.00 a month.

37. Who collects that rental?

A. My husband.

38. Have you ever received or collected that rental from any of the property?

A. No.

39. Since you and your husband separated in January 1944, has he ever given you any part of the income from that property?

A. No he hasn't.

40. Since your separation in January 1944 has he ever contributed anything to your support or given you any money or any other thing of value?

A. No.

41. Has he ever furnished you with an accounting of the receipts and expenditures from that property?

A. No.

42. Have you ever requested such an accounting?

A. Yes.

43. Do you desire, as you requested in the Bill of Complaint, which you filed, that these properties which you and your husband own jointly, be sold?

A. Yes.

44. Do you believe it would be to the best interests of your husband and yourself that these properties be sold?

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A. Yes.

45. Would it be possible to divide the property in kind without loss or injury to the parties to this case?

A. No.

(Mr. Klawans)

1. Why do you think it could not be divided in kind without loss or injury?

A. The one lot has a house and buildings on it and the other one is just the vacant lot.

2. The vacant lot you feel would have its greatest value to be sold with the house?

A. When we bought the place, the woman wanted to keep the vacant lot, but it wasn't doing her any good so she sold us this lot afterwards.

(Mr. Joblin)

46. Since 1936 when you purchsed one property and 1937 when you purchased the second property, Hammond's Ferry Road has been built up a great deal?

A. Yes it has.

47. Would you say that in your opinion the value of the property depends upon continuous frontage of the particular lots?

A. Yes, the back is right smart of woods; the front is of the most value.

(Mr. Klawans)

To the General Question under the Rule, the witness answers "No".

/ Pauline Stitely.
Pauline Stitely

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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 23rd day of May, 1952.

Emmett L. Cowan (SEAL)
Examiner

E.K. $10.00 pd EK
K.H.McC. $6.00 Pd. KHMcC

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2000—8-49.

LIBER 79 PAGE 364

COPY OF RECORD OF MARRIAGE LICENSE

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I, George L. Byerly Clerk of the Circuit Court for Baltimore County, in the State of Maryland, the same being a Court of Law and Record, do certify that the following is a true copy of a Marriage License taken from Liber CWB Jr No. 5 folio 2442, one of the Marriage License Records of this office.

STATE OF MARYLAND, BALTIMORE COUNTY, Sct.

To the Clerk of the Circuit Court for Baltimore County, Maryland

I, the undersigned, one of the contracting parties, do hereby make application for a Marriage License and state the following facts under oath:

MAN Name Jacob S. Stitely Residence
Post Office Catonsville, State Md.
Age 41 Occupation -- Color W Nativity --
Married ( ) Single ( ) Widower ( ) Divorced (xx) Balto. 1929
Name of person consenting if a minor Parent or Guardian

WOMAN Name Pauline Brooks Residence
Post Office Baltimore State Md.
Age 26 Occupation -- Color W Nativity --
Married ( ) Single (xx) Widow ( ) Divorced ( ).
Name of person consenting if a minor Parent or Guardian

Relationship of parties None

Miss Pauline Brooks
Signature of Applicant.

Subscribed and sworn to before me this 12th day of December A. D. 1936

C. Willing Browne, Mr.
Clerk of the Circuit Court for Baltimore County.

License delivered December 12 1936

Marriage Ceremony was performed by Rev. John C. Bowers of Catonsville, Md. on December 12 1936 at Catonsville, Md. as per signed certificate filed in the Office of the Clerk of the Circuit Court for Baltimore County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said Court, this 18th day of January nineteen hundred and fifty-two.

Test:

George L. Byerly
Clerk of the Circuit Court for Baltimore County.

Filed 23 May, 1952.

10,203 Eq.
Stitely
Stitely
Examiner's Exh 2
Filed 5/10/52
Mawan
Examiner

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PAULINE STITELY	:	
vs.	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL
JACOB S. STITELY	:	COUNTY.
CHARLES L. HEATON and	:	
DOROTHY E. HEATON, his wife.	:	IN EQUITY. No. 10,203
	:	

: :

MEMORANDUM

Filed 12 June, 1952.

The Bill of Complaint in this case is filed by Pauline Stitely against her husband, Jacob S. Stitely, stating that they owned as tenants by the entireties two parcels of fee simple property situated on Hammonds Ferry Road, Anne Arundel County; that the property was leased to Charles L. Heaton and Dorothy E. Heaton, his wife, who were also named as defendants; that she and her husband had been living separate and apart since January 20, 1944; that her husband had collected all rentals from said property and although she had demanded an accounting, he had refused to account to her for her share of the income. She asked that her husband be required to account to her for her portion of the rentals; that a receiver be appointed to take charge of the property and a trustee to sell same.

The husband filed an answer admitting that he and the complainant were living separate and apart, stating however, that the separation was the fault of the wife. He admitted that he alone was collecting and using the rentals, asserting that since the property was held as tenants by the entirety, he had the right to do so.

The case came up for hearing on January 10, 1952 and counsel for the complainant then orally requested leave to file an Amended Bill of Complaint for the reason that he had discovered on the eve of the hearing that the deed for one of the properties here involved was executed about one week prior to the date of the marriage of the parties. The deed in question

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was made to "Jacob S. Stitely and Pauline Stitely, his wife, as tenants by the entireties". Counsel stated that he preferred to file an Amended Bill of Complaint showing those circumstances and to also include the allegation that the properties could not be divided without loss or injury. Leave having been subsequently granted by order of this Court, an Amended Bill of Complaint was filed and since none of the defendants filed an answer thereto, although duly served with a copy of the Amended Bill of Complaint, a decree pro confesso was entered on March 1st, 1952.

At a hearing before an examiner on May 10, 1952, Pauline Stitely, the complainant, testified that she and the defendant, Jacob S. Stitely, were married on December 12, 1936 and lived together until January 20, 1944, when they separated and have continously lived separate and apart since that date. They acquired two contiguous parcels of property located on Hammonds Ferry Road. The first parcel was acquired by deed dated December 2, 1936 and as previously stated, was granted to Jacob S. Stitely and Pauline Stitely, his wife, as tenants by the entireties. Since they were not then husband and wife, this deed, which must be construed as of its date of execution, could not create a tenancy by the entirety. It is now well settled that where a deed is made to a man and woman, not legally married, as tenants by the entireties, that the use of that term indicates an intention that there should be the right of survivorship, and a joint tenancy will be created.

MICHAEL vs. LUCAS, 152 Md. 512.

MITCHELL vs. FREDERICK, 166 Md. 42.

The second parcel was acquired by them on August 9, 1937, subsequent to their marriage as tenants by the entireties. In addition to these two parcels they also jointly purchased the following household furniture, bed room suite, dining room suite, refrigerator and gas stove. Mrs. Stitely testified that she and her husband were both employed and from their joint earnings they purchased and paid for the above property prior to the time they separated. She further stated, that since they separated her husband has not

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contributed to her support or given her any part of the rentals received from the property.

Mr. J. Brooks Mellor, a real estate expert, also testified that he had made a careful inspection of the property and his written report and appraisal is filed as an exhibit. He valued the first parcel, which comprises a lot of one acre improved by a five room frame bungalow at $2960.00 and the second parcel which comprises an unimproved lot of 3 2/10 acres, more or less, at $3400.00. Both lots have a continuous frontage on Hammonds Ferry Road of about 293 feet. He further stated, that the property could not be divided in kind and it would be to the interest and advantage of the parties that the property be sold.

Following the rule laid down in MASTERMAN vs. MASTERMAN, 129 Md. 167 and ELKO vs. ELKO, 187 Md. 161 and cases therein cited, the court concludes that the wife is entitled to the relief prayed and will sign an appropriate decree.

While the trustee to be appointed may sell the two parcels of land and the household furniture, the proceeds of the first parcel which they hold as joint tenants and the proceeds of the household furniture may be distributed to the husband and wife; the proceeds of the other parcel which they hold as tenants by the entireties must be retained by the trustee and the income therefrom should be divided between the husband and wife until the death of one, and the corpus then be paid to the survivor, unless previously distributed by agreement of the parties.

18 June 1942

Judge.

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LIBER 79 PAGE 368

PAULINE STITELY	:	
vs.	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL
JACOB S. STITELY	:	COUNTY.
CHARLES L. HEATON and	:	
DOROTHY E. HEATON, his wife	:	IN EQUITY. No. 10,203
	:	

: :

D E C R E E

A decree pro confesso having been taken against all of the defendants herein; the above cause standing ready for hearing; testimony having been taken before an examiner, exhibits filed and being submitted by the plaintiff for a decree, the proceedings were read and considered.

From the evidence offered and the exhibits filed in the case the Court finds the following facts:

A. That at the time of the execution and delivery of the deed dated December 2, 1936 from Lottie E. Johenning, widow, unto Jacob S. Stitely and Pauline Stitely, therein described as his wife, as tenants by the entireties, which deed is filed herein as "Complainant's Exhibit No. 1" and "Examiner's Exhibit No. 3", the said parties were not husband and wife.

B. That the defendant, Jacob S. Stitely, has been collecting all rentals from the properties and has failed to account to the plaintiff, Pauline Stitely, for her share thereof.

C. That the property described in said Complainant's Exhibit No. 1 is not suceptible of partition in kind without loss or injury to the said Jacob S. Stitely and Pauline Stitely.

D. That it would be advantageous to the said Jacob S. Stitely and Pauline Stitely that the property described in Complainant's Exhibit No. 2 be sold.

IT IS THEREUPON this 12th day of June, 1952, ORDERED, ADJUDGED and DECREED by the Circuit Court of Anne Arundel County, In Equity,

Filed 12 June, 1952

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1. That by the true construction of the deed referred to in Paragraph A herein that the said Jacob S. Stitely and Pauline Stitely hold the lot of ground therein described as joint tenants and not as tenants by the entireties.

2. That the fee simple properties situate on the southwest side of Hammonds Ferry Road, in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described in the two deeds filed herein as Complainant's Exhibits Nos. 1 and 2 and the household furniture therein consisting of one bed room suite, one dining room suite, one refrigerator and one gas stove be sold; that Israel M. Joblin and James K. Cullen be and they are hereby appointed Trustees to make said sale; 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 Seven Thousand Five Hundred ($7,500.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises. The said Trustees shall then proceed to make said sale, having given at least three weeks previous notice by advertisement, inserted in such 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 such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to the sale, with an affidavit thereto annexed of the truth thereof and of the fairness of such sale. And on the final ratification thereof, 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, personal

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representatives and assigns, in fee simple, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties to this cause and those claiming by, from or under them or either of them.

The said Trustees shall bring into this Court all monies received by them, arising from such sale or otherwise, and shall hold the same subject to the further order, decree or disposition of this Court, after deducting any of the unpaid costs, counsel fees and other proper expenses of this suit, and such commissions to the said Trustees as this Court shall think proper in consideration of the skill, attention and fidelity with which said Trustees shall appear to have discharged their trust.

3. The said Jacob S. Stitely shall account for all rental and other income received from the properties in these proceedings since January 20, 1944. When this matter is referred to one of the standing Auditors of this Court after the sale of the property by said Trustees for the purpose of stating an account, the said Auditor shall charge the said defendant, Jacob S. Stitely, with the gross rentals and other income, if any, collected from said property and credit him with the payment of all taxes, repairs and up keep necessary for the preservation of said property, and any other proper charges which amounts are to be ascertained from evidence to be heard by him and submitted by the respective parties hereto, on giving the usual notice, or which may be mutually agreed upon between them.

The total net rental and other income, if any, from said property since January 20, 1944 shall be divided equally between the said Jacob S. Stitely and Pauline Stitely.

4. The said Jacob S. Stitely, his agents and servants, are hereby enjoined from collecting any further rentals or other income from said property.

5. That Charles L. Heaton and Dorothy E. Heaton, his wife, defendants herein, tenants in possession of the property herein described be and they are hereby enjoined from paying any rental for said property unto the said Jacob S. Stitely.

Charles C Clark

Judge

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PAULINE STITELY	:	
vs.	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL
JACOB S. STITELY	:	COUNTY.
CHARLES L. HEATON and	:	
DOROTHY E. HEATON, his wife	:	IN EQUITY. No. 10,203
	:	

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

PETITION OF PLAINTIFF TO RESCIND AND REVISE DECREE PASSED ON JUNE 12, 1952.

Filed 8 Dec. 1952.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Pauline Stitely, Plaintiff, respectfully shows:

1. That on June 12, 1952 this Honorable Court passed a Decree herein for the sale of certain fee simple property located on Hammonds Ferry Road, in the Fifth Election District of Anne Arundel County, and named Israel M. Joblin and James K. Cullen, Trustees, to make said sale.

2. That upon passage of said Decree, Israel M. Joblin, Solicitor for your Petitioner, caused the title to said property to be examined and discovered that the parcel of land referred to in Complainant's Exhibit No. 2 was incorrectly described, by reason of the fact that the description by metes and bounds contained in the deed dated August 9, 1937 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 167, folio 264, which deed comprised said Complainant's Exhibit No. 2 also included the parcel of land described in Complainant's Exhibit No. 1.

3. That said property is now being surveyed in order to secure proper and legal descriptions of said property.

4. Your Petitioner is advised that the Decree herein should contain a correct description of said property.

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WHEREFORE YOUR PETITIONER respectfully prays that leave may be granted to rescind and revise said Decree of June 12, 1952 in order that said revised Decree may properly describe said property.

AND AS IN DUTY BOUND &C.

Pauline Stitely
Plaintiff

Israel M. Cohen
Solicitor for Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAULINE STITELY, the within named Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true.

AS WITNESS my hand and Notarial Seal.

Mary M. Coffman
Notary Public.

I HEREBY ASSENT to the passage of the order as prayed and to the passage of a revised decree.

James K. Cullen
James K. Cullen, Solicitor for all Defendants.

Filed 8 July 1952.

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LIBER 79 PAGE 373

Filed 8th July, 1952.

O R D E R

8th

UPON THE FOREGOING PETITION AND AFFIDAVIT, it is this day of July, 1952, ORDERED by the Circuit Court for Anne Arundel County, In Equity, that leave is hereby granted to present for passage a revised Decree as prayed.

Judge

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PAULINE STITELY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL
vs.	:	COUNTY.
JACOB S. STITELY	:	
CHARLES L. HEATON and	:	IN EQUITY. No. 10,203
DOROTHY E. HEATON, his wife	:	
	:	

: :

REVISED DECREE

Filed 8 July, 1952.

A decree pro confesso having been taken against all of the defendants herein; the above cause standing ready for hearing; testimony having been taken before an examiner, exhibits filed and being submitted by the plaintiff for a decree, the proceedings were read and considered.

From the evidence offered and the exhibits filed in the case the Court finds the following facts:

A. That at the time of the execution and delivery of the deed dated December 2, 1936 from Lottie E. Johenning, widow, unto Jacob S. Stitely and Pauline Stitely, therein described as his wife, as tenants by the entireties, which deed is filed herein as "Complainant's Exhibit No. 1" and "Examiner's Exhibit No. 3", the said parties were not husband and wife.

B. That the defendant, Jacob S. Stitely, has been collecting all rentals from the properties and has failed to account to the plaintiff, Pauline Stitely, for her share thereof.

C. That the property described in said Complainant's Exhibit No. 1 is not suceptible of partition in kind without loss or injury to the said Jacob S. Stitely and Pauline Stitely.

D. That it would be advantageous to the said Jacob S. Stitely and Pauline Stitely that the property described in Complainant's Exhibit No. 2 be sold.

IT IS THEREUPON this 8th day of July, 1952, ORDERED, ADJUDGED and DECREED by the Circuit Court of Anne Arundel County, In Equity,

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1. That the decree passed herein on June 12, 1952, be and the same is hereby rescinded.

2. That by the true construction of the deed referred to in Paragraph A herein that the said Jacob S. Stitely and Pauline Stitely hold the lot of ground therein described as joint tenants and not as tenants by the entireties.

3. That the fee simple properties situate on Hammonds Ferry Road, in the Fifth Election District of Anne Arundel County, State of Maryland, referred to in the two deeds filed herein as Complainant's Exhibit Nos. 1 and 2 and which, according to a survey are described as follows:

Parcel No. 1, referred to in Complainant's Exhibit No. 1,

Beginning for the same at a pipe in the westerly line of Hammonds Ferry Road (40 feet wide) where it is intersected by the center-line of Evelyn Avenue (30 feet wide) extended westerly, said pipe being also located one thousand forty-nine and seventy-seven one-hundredths feet (1049.77 feet) southerly from the center-line of Nursery Road, measured along the westerly line of said Hammonds Ferry Road; thence leaving said Road and running along the center-line of Evelyn Avenue, extended westerly, being also along a portion of the third line of the land described in the deed from Samuel H. Helfrich, et al, to Frank L. Johenning and Lottie E. Johenning, his wife, dated April 6, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 48, folio 256, being also a portion of the second line of the land described in the deed from Lottie E. Johenning, widow, to Jacob S. Stitely and Pauline Stitely, his wife, dated December 2, 1936, and recorded as aforesaid in Liber F. A. M. No. 157, folio 367, North eighty-one degrees fifteen minutes West six hundred fifty-five feet (N. 81 degrees 15 Minutes W. 655 feet) to a pipe in a stream; thence along the third line of the land described in the last above mentioned deed North thirty-one degrees thirty minutes East seventy and forty-seven one-hundredths feet (N. 31 degrees - 30 Minutes E. 70.47 feet) to a pipe; thence with a portion of the fourth line described in said deed South eighty-one degrees fifteen minutes East six hundred twenty-eight and sixty

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one-hundredths feet (S. 81 degrees - 15 Minutes East 628.60 feet) to a pipe in the Westerly line of Hammonds Ferry Road; thence along the westerly line of said Road South nine degrees thirty minutes West sixty-five feet (S. 9 degrees 30 Minutes W. 65 feet) to the place of beginning. Containing nine hundred fifty-eight one-thousandths (0.958) of an Acre, more or less.

Parcel No. 2 referred to in Complainant's Exhibit No. 2,

Beginning for the same at a pipe in the westerly line of Hammonds Ferry Road (40 feet wide), said pipe being located eight hundred twenty-one and three tenths feet (821.3 feet) southerly from the center-line of Nursery Road, measured along the westerly line of said Hammonds Ferry Road; thence along the westerly line of said Road South nine degrees thirty minutes West one hundred sixty-three and forty-seven one-hundredths feet (S. 9 degrees 30 Minutes W. 163.47 feet) to a pipe; thence leaving said Road and running, reversely, along a portion of the fourth line of the land described in the deed from Lottie E. Johenning, widow, to Jacob S. Stitely and Pauline Stitely, his wife, dated December 2, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 157, folio 367, North eighty-one degrees fifteen minutes West six hundred twenty-eight and sixty one-hundredths feet (N. 81 degrees 15 Minutes W. 628.60 feet) to a pipe in the fourth line of the land described in the deed from Samuel H. Helfrich, et al, to Frank L. Johenning and Lottie E. Johenning, his wife, dated April 6, 1929, and recorded as aforesaid in Liber F. S. R. No. 48, folio 256; thence along a portion of said fourth line North thirty-one degrees thirty minutes East one hundred eighty-five and fifty-three one-hundredths feet (N. 31 degrees 30 Minutes E. 185.53 feet) to a pipe at the end of said line; thence along a portion of the fifth line of the land described in the last mentioned deed South eighty degrees twenty-eight minutes East five hundred fifty-nine and five one-hundredths feet (S. 80 degrees - 28 Minutes E. 559.05 feet) to the place of beginning. Containing two and two hundred eighty-four one-thousandths (2.284) Acres, more or less.

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And also the following described household furniture contained therein, namely, one bed room suite, one dining room suite, one refrigerator and one gas stove be sold; that Israel M. Joblin and James K. Cullen be and they are hereby appointed Trustees to make said sale; 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 Seven Thousand Five Hundred ($7,500.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises. The said Trustees shall then proceed to make said sale, having given at least three weeks previous notice by advertisement, inserted in such 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 such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to the sale, with an affidavit thereto annexed of the truth thereof and of the fairness of such sale. And on the final ratification thereof, 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, personal representatives and assigns, in fee simple, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties to this cause and those claiming by, from or under them or either of them.

The said Trustees shall bring into this Court all monies received by them, arising from such sale or otherwise, and shall hold the same subject to the further order, decree or disposition of this Court, after deducting any of the unpaid costs, counsel fees and other proper expenses of this suit, and such commissions to the said Trustees as this Court shall think

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proper in consideration of the skill, attention and fidelity with which said Trustees shall appear to have discharged their trust.

3. The said Jacob S. Stitely shall account for all rental and other income received from the properties in these proceedings since January 20, 1944. When this matter is referred to one of the standing Auditors of this Court after the sale of the property by said Trustees for the purpose of stating an account, the said Auditor shall charge the said defendant, Jacob S. Stitely, with the gross rentals and other income, if any, collected from said property and credit him with the payment of all taxes, repairs and up keep necessary for the preservation of said property, and any other proper charges which amounts are to be ascertained from evidence to be heard by him and submitted by the respective parties hereto, on giving the usual notice, or which may be mutually agreed upon between them.

The total net rental and other income, if any, from said property since January 20, 1944 shall be divided equally between the said Jacob S. Stitely and Pauline Stitely.

4. The said Jacob S. Stitely, his agents and servants, are hereby enjoined from collecting any further rentals or other income from said property.

5. That Charles L. Heaton and Dorothy E. Heaton, his wife, defendants herein, tenants in possession of the property herein described be and they are hereby enjoined from paying any rental for said property unto the said Jacob S. Stitely.

Judge

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Trustee's Bond

#10,203 ✓

KNOW ALL MEN BY THESE PRESENTS:

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THAT WE Israel M. Joblin, 220 E. Lexington Street, Baltimore 2, Maryland and James K. Cullen, 2 E. Lexington Street, Baltimore 2, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand Five Hundred and 00/100 - - - - - - -($7,500.00) - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 12th day of June in the year of our Lord one thousand nine hundred and fifty-two.

WHEREAS, the above bounden Israel M. Joblin and James K. Cullen by virtue of a degree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustees to sell certain property

mentioned in the proceedings in the case of Pauline Stitely

vs.

Jacob S. Stitely et al

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Israel M. Joblin and James K. Cullen do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Filed 9 July 1952

Signed, sealed and delivered in the presence of

Mary M. Joblin

Witness as to Surety:

Israel M. Joblin [SEAL]

James K. Cullen [SEAL]

MARYLAND CASUALTY COMPANY [SEAL]

By Ralph C. Holliday *Attorney-in-Fact* [SEAL]

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Ralph C. Holliday or Walter W. Stauffen its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Anne Arundel County, 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 Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart *Vice President*

ATTEST:

D. W. Vauthier *Assistant Secretary*

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

June 12th, 1952

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Approved this 9 July 1952.

John H. Hopkins, 3rd, Clerk.

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LIBER 79 PAGE 380

PAULINE STITELY :
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs. :
IN EQUITY
JACOB S. STITELY, et al. :
NO. 10,203
:

: :

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the decree in this case "SETTLED and SATISFIED" upon payment of costs by Jacob S. Stitely, one of the Defendants.

Filed 24 Sept., 1952.

Israel M. Joblin
Solicitor for Plaintiff

Pauline Stitely
Pauline Stitely

Jacob S. Stitely
Jacob S. Stitely

Jacob M. Ballen
Solicitor for Defendants

Charles L. Heaton

Dorothy E. Heaton

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAULINE STITELY, the within named Plaintiff, and acknowledged the said Order of Satisfaction to be her act.

AS WITNESS my hand and Notarial Seal.

MARY M. JOBLIN Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JACOB S. STITELY, one of the within named Defendants, and acknowledged the said Order of Satisfaction to be his act.

AS WITNESS my hand and Notarial Seal.

Catherine M. Notary Public

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Sherman Wilson
1654 Montello Ave., NE,
Washington 2, D.C.
Thomas Wilson,
Drury, Maryland.

vs

Charles Joseph Wilson, adult,
Drury, Md.
Eugene Wilson, adult,
Drury, Md.
Calvin Wilson, adult,
Drury, Md.
James Henry Wilson, adult,
2nd St & Seaton Pl., NW,
Washington, D.C.
Georgie Brooks, adult,
611-12th St., NE,
Washington, D.C.
Norman Wilson, adult,
611-12th St., NE,
Washington, D.C.
Kate Wilson, adult,
Mitchellsville, Md.
Grace Pinkney, adult,
613-12th St., NE,
Washington, D.C.
Ella Pinkney, adult,
613-12th St., NE,
Washington, D.C.
Jean Pinkney, infant,
613-12th St., NE,
Washington, D.D.
and
all other unknown heirs of
Isabelle Coates Wilson

No. 9598 Equity

In the

Circuit Court

for

Anne Arundel County

: : : : : : : : : :

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Orators complaining say:

1.

That William Owens during his lifetime and at the time of his death was seized and possessed of the following parcel of land

(a) Lot No. 1 "Hopkins Venture" containing 67 acres, more or less.
(b) Lot No. 2 "Owens Purchase" containing 41 acres, more or less.

both of said tracts having been acquired by the said William Owens from Robert B. Plummer and Clementine Plummer, his wife, by deed dated October 18th, 1989, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 597, a certified

Filed Dec. 16: 1948.

copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as part and parcel of this Bill of Complaint

2.

That on or about February 3rd, 1914, William Owens died and by his last will and testament duly executed under the laws of the State of Maryland to pass real estate, devised Lot No. 1 known as "Hopkins Venture" to his daughter Isabelle Wilson as will more fully appear by reference to a certified copy of said last will and testament of said William Owens which is filed herewith as Plaintiffs' Exhibit No. 2 and is prayed to be taken as part and parcel hereof as fully as though the same were incorporated herein at length.

3.

That John Wilson, husband of Isabelle Wilson, mentioned in the preceding paragraph was seized and possessed of a tract of land containing 44 acres, more or less, which he acquired from William Owens and Susan Owens, his wife, by deed dated the 14th day of November, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 57, folio 206, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 3 and is prayed to be taken as part and parcel of this bill of complaint.

4.

That the said John Wilson died and left surviving him his widow, Isabelle Wilson, who had a dower interest therein at common law and upon her death on July 28th, 1931, title vested in her children by the said John Wilson.

5.

That being so seized and possessed of the aforesaid parcel of land known as "Hopkins Venture" the said Isabelle Wilson, who after the death of her husband John Wilson which occurred on the 29th day of March, 1908, died July 28th, 1931, and left surviving her the following ten children by John Wilson, her husband, to whom said realty passed by operation of law, to wit:

1. Sherman Wilson, a son, adult.

2. Thomas Wilson, a son, adult.
3. Charles Joseph Wilson, a son, adult.
4. Eugene Wilson, a son, adult.
5. Calvin Wilson, a son, adult.
6. James Henry Wilson, a son, adult.
7. Ernest Wilson, a son, who died in 1943, a widower.
8. John E. Wilson, a son, who died Jan. 29th,1929, and left surviving him two children, to wit: Georgie Brooks and Norman Wilson, both of said children live at 611-12th St., NE, Washington, D.C.
9. Buck Denny Wilson, a son, who died at Mitchellsville, Maryland, and left surviving him his wife Kate Wilson.
10. Ella Wilson Pinkney, a daughter, who died Jan. 18th, 1924, and left surviving her two children, to wit: Camilla Pinkney and John Pinkney, both of whom are now dead. John Pinkney left surviving him three children, to wit: Grace Pinkney, adult, Ella Pinkney, adult, and Jean Pinkney, an infant.

6.

That said real estate cannot be divided in kind without material loss and injury to the parties entitled to the same.

To the end, therefore:

1. That a trustee may be appointed to make sale of the realty in these proceedings mentioned for the purpose of partition and that the proceeds arising therefrom may be divided among the parties entitled thereto according to their respective interest.
2. And for such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiffs
9-11 School Street
Annapolis, Maryland.

Sherman Wilson, et al	:	No. 9598 Equity
	:	In the Circuit Court
vs	:	for
Charles Joseph Wilson, et al	:	Anne Arundel County

: : : : : : : : :

ORDER OF PUBLICATION

The object of this bill is for the Court to appoint a trustee to make sale of the realty in these proceedings mentioned for the purpose of partition and that the proceeds arising therefrom may be divided among the parties entitled thereto according to their respective interest. And for such other and further relief as their case may require.

The bill recites:

That William Owens during his lifetime and at the time of his death was seized and possessed of the following parcel of land

(a) Lot No. 1 "Hopkins Venture" containing 67 acres, more or less.
(b) Lot No. 2 "Owens Purchase" containing 41 acres, more or less.

both of said tracts having been acquired by the said William Owens from Robert B. Plummer and Clementine Plummer, his wife, by deed dated October 18th, 1889, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 597, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as part and parcel of this Bill of Complaint.

That on or about February 3rd, 1914, William Owens died and by his last will and testament duly executed under the laws of the State of Maryland to pass real estate, devised Lot No. 1 known as "Hopkins Venture" to his daughter Isabelle Wilson as will more fully appear by reference to a certified copy of said last will and testament of said William Owens which is filed herewith as Plaintiffs Exhibit No. 2 and is prayed to be taken as part and parcel hereof as fully as though the same were incorporated herein at length.

Filed Dec. 16: 1948

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That John Wilson, husband of Isabelle Wilson, mentioned in the preceding paragraph was seized and possessed of a tract of land containing 44 acres, more or less, which he acquired from William Owens and Susan Owens, his wife, by deed dated the 14th day of November, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 57, folio 206, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 3 and is prayed to be taken as part and parcel of this bill of complaint.

That the said John Wilson died and left surviving him his widow, Isabelle Wilson, who had a dower interest therein at common law and upon her death on July 28th, 1931, title vested in her children by the said John Wilson.

That being so seized and possessed of the aforesaid parcel of land known as "Hopkins Venture" the said Isabelle Wilson, who after the death of her husband John Wilson which occurred on the 29th day of March, 1908, died July 28th, 1931, and left surviving her the following ten children by John Wilson, her husband, to whom said realty passed by operation of law, to wit:

1. Sherman Wilson, a son, adult.
2. Thomas Wilson, a son, adult.
3. Charles Joseph Wilson, a son, adult.
4. Eugene Wilson, a son, adult.
5. Calvin Wilson, a son, adult.
6. James Henry Wilson, a son, adult.
7. Ernest Wilson, a son, who died in 1943, a widower
8. John E. Wilson, a son, who died Jan. 29th,1929, and left surviving him two children, to wit: Georgie Brooks and Norman Wilson, both of said children live at 611-12th St., NE, Washington, D.C.
9. Buck Denny Wilson, a son, who died at Mitchellsville, Maryland, and left surviving him his wife Kate Wilson.
10. Ella Wilson Pinkney, a daughter, who died Jan. 18th, 1924, and left surviving her two children, to wit: Camilla Pinkney and John Pinkney, both of whom are now dead. John Pinkney left surviving him three children, to wit: Grace Pinkney, adult, Ella Pinkney, adult, and Jean Pinkney, an infant.

That said real estate cannot be divided in kind without material loss and injury to the parties entitled to the same.

It is thereupon ORDERED, by the Circuit Court for Anne Arundel County, this 16th day of December, 1948, that the

Complainants, by causing a copy of this order to be inserted in some newspaper, printed in Anne Arundel County, once in each of four successive weeks, before the 28th day of January, 1949, give notice to the said absent Defendants of the object and substance of this bill of complaint, ordering them to be and appear in this Court in person or by solicitor, on or before the 14th day of February, 1949, and show cause, if any they have, why the relief prayed for herein by the complainants should not be granted.

John H. Hopkins, 3rd. Clerk.

12/16/48.
Copy of the within Order of Publication Received.
Md. Gazette, Per. Bernard [illegible]

In the name of God Amen. I William Owens of Anne Arundel County in the State of Maryland , being of sound and disposing mind , memory and understanding and considering the uncertainty of life do therefore make , publish and declare this to be my last will and testament in manner and form following that is to say that after all of my just debts and funeral charges are paid and discharged I give devise and bequeathe the rest residue and remainder of my estate personal real or mixed as follows

Item 1st. I give and devise to my wife Susan Owens my home farm on which I now reside known as "Gardners Purchase " which I bought of John W. Randall trustee and also the field or land adjoining said home farm on the east side which formerly belonged to Horace Owens said field to begin at a stone in the line dividing these two above tracts of land and now easterly with a line of fencing on the north side of said field toward the gate way north of a barn there now southerly so as to give a space around said barn of 20 feet on the west side there now easterly so as to give a space of 30 feet on the south side of said barn to the line of the land of John Wilson thence with said land of John Wilson southerly to the lands of Mrs susie P Chaneys thence with Mrs Chaneys lands westerly to the outline of my said home farm thence with said outline northerly to the beginning stone. for and during the term of her natural life and after the death of my said wife Susan Owens I give and devise said home farm and field as set forth and described in the item to my daughter Jane Davis her heirs and assigns in fee simple forever

Item 2nd To my wife Susan Owens I give and bequeath the sum of two hundred dollars

Item 3rd I give and devise to my son Wilson Owens the farm on which he now resides known as parts of Brashears Purchase and Fox Hall and which I purchased of Joseph Ford and others his heirs and assigns in fee simple forever

Item 4th I give and devise to my son Joseph Owens all the land lying on the east side of the public road leading from Bristol to Mt. Pleasant and known as the Sandy road said land known as a part of Brashears Purchase and which I purchased of Susan and Elizabeth Shepherd on and about the year 1883 and also all the land that I purchased of Mrs Clementine Plummer known as "Owens Purchase which lies adjacent to the above mentioned Brashears Purchase and each side thereof and north of a straight line beginning at a stone in the dividing line between my lands and the lands of Mrs Clementine Plummer said stone standing on the north side of and at the turn of the road leading from my mill to the dwelling now occupied by my son Joseph Owens and run a straight line westerly from said stone with said road to a stone in or near the outline of the land of James O. Drury and sister his heirs and assigns in fee simple forever.

Equity No. 9598

Filed Dec. 16. 1948

Item 5 I give and bequeath to my son Thomas Owens all that part of the tract of land called and known as "Owens Purchase which I purchased of Mrs. Clementine Plummer and which adjoins her land on the west and adjoins the lands of James O. Drury and sister and lies on the south side of the straight line mentioned and discribed in the 4th item of this instrument (excepting a lot laid out and bounded of for a mill house and yard) also I give and devise to my son Thomas Owens all the land lying on the north side of the line of fencing mentioned in the 1st item . as beginning at a stone standing at the end of said line of fencing and in the line dividing my home farm from the land formerly owned by Horace Owens and run with said line of fencing easterly towards a gate-way near and north of a barn then run southerly to include said barn and so as to give a space of 20 feet on the west side of said barn thence run easterly and so as to give a space of 30 feet on the south side of said barn to the lands of John Wilson thence with John Wilsons land northerly to the outline of the lands called "Hopkins Venture" and which I purchased of Mrs Clementine Plummer thence run westerly with the outlines of said Hopkins Venture to a stone near a - thence leave said outline and run northerly to a stone on the side of a branch thence with the middle of said branch westerly to the land of William Whittington thence with said lands southerly to the beginning stone. his heirs and assigns in fee simple forever.

Item 6. I give and devise to my daughter Isabelle Wilson the land called and known as "Hopkins Venture" which I purchased of Mrs Clementine Plummer said land lying on the south side of the Mt. Calvary and Hills Landing road and adjoining the land of John H. Bias John Shepherd John Wilson and the land devised to my son Thomas Owens in the later part of the 5th item of this instrument and the land of William Whittington her heirs and assigns in fee simple forever

Item 7 I give and devise to my daughter Jane Davis the land known as Golden Rod Bottom which I purchased of I Thomas Jones trustee and which adjoins the lands of Frank Mitchells heirs the land devised to my son Nelson Owens and the land I sold Charlotte Taylor her heirs and assigns in fee simple forever

Item 8 I give and bequeath to my Grandson Columbus Riggs one hundred and fifty dollars

Item 9 I give and bequeath to my Grand daughter - Josephine Riggs Daughter of my deceased daughter Ellen one hundred and fifty dollars

Item 10 I give and bequeath to Hester Tounlain the sum of one hundred dollars

Item 11 I give and bequeath to Emma Sesco twenty-five dollars to be placed in some savings bank by my Executor and paid to her when she marries or arrives at the age of eighteen years

Item 12 The mill house and lot around said house and upon which said mill house stands together with all of my interest in the machinery I wish sold and the money arising or received from the sale of said mill house and lot and machinery together with the rest residue and remainder of my estate I wish divided among my five children Wilson Owens Joseph Owens Thomas Owens Isabella Wilson and Janie Davis equally they to share and share alike

And as to my fishing landing and road leading thereto I give and devise to my five children herein named and to their heirs

And lastly I do hereby constitute and appoint my son Nelson Owens to be executor and my daughter Janie Davis to be executrix of this my last will and testament revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last will and testament In testimony whereof I hereunto set my hand and seal this tenth day of April nineteen hundred and thirteen

William his X mark Owens (SEAL)

Signed sealed published and declared by the above named William Owens as and for his last will and testament in our presence who at his request in his presence and in the presence of each other have hereunto set our hands as witnesses hereto.

David Shepherd

John Shepherd

Leonard Shepherd

ANNE ARUNDEL COUNTY, SS:

On the 3rd day of Feby., 1914 came John Shepherd and made Oath in due form of law, that he does not know of any Will or Codicil of William Owens late of said County, deceased, other than the above instrument of writing, and that he received the same from the deceased at the time of the execution of the same and has retained the same in his possession since the execution of the same and that the deceased departed this life on or about the 3rd day of Feby, 1914.

Sworn to before

Oden B. Duckett Register of Wills for Anne Arundel County.

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ANNE ARUNDEL COUNTY, SS. LIBER 79 PAGE 390

On the 3rd day of Feby, 1914 came David Shepherd and John Shepherd two of the subscribing witnesses to the aforegoing last Will and Testament of William Owens late of said County, deceased, and made Oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Leonard Shepherd the other subscribing Witness thereto subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before Oden D. Duckett Register of Wills
for Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY

The Court after having carefully examined the above last Will and Testament of William Owens, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 10th day of Feby. 1914, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William Owens, deceased.

Henry A. Tyaings C.J.
James Cusack A.J.
Frank A. Munroe A.J.

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LIBER 79 PAGE 391

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of William Owens _____ *late of said County deceased* together with proof and probate _____ *taken from* the original _____ being one of the records, filed recorded and _____ *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 16th *day of* December *in the year of our Lord, nineteen hundred and forty* ~~eight~~.

R Glenn Prout

Register of Wills for Anne Arundel County

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THIS DEED made this Eighteenth day of October, one thousand eight hundred and eighty-nine, between Robert B. Plummer & Clementine Plummer, his wife, party of the first part, and William Owens , (colored) of the second part, all of Anne Arundel County, State of Maryland, WITNESSETH that the said party of the first part for and in consideration of the sum of Eight hundred and forty dollars lawful money to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged doth grant & convey unto the said William Owens party of the second part all those two lots or parcels of land designated as lot No. 1 & Lot No. 2. Lot No. 1 is known as Hopkins Venture lying and situate in the 8th Election District of Anne Arundel County Md. adjoining the land of C. Whitefield Owens, Horace Owens and Samuel Gardner bounding on the public road leading from Mt. Calvary Church to Hills Landing & fully described in a deed dated Sept. 28, 1840 from William H. Hopkins & Wife to Samuel Shepherd & wf.,and recorded in Liber W. S. G. No. 25 folio 303 one of the land record books of Anne Arundel County Md. Beginning for the same at a stone standing in the Southeast corner of the land said stone being also a boundary of the lands of C. Whitefield Owens & Horace Owens and running with the lands of Horace Owens North 89° 15' West 72 perches to a post standing opposite a large sassafras stump thence South 46° 45' West 32 perches to a stone marked H.F. 3 thence North 89° 75' West 30 perches to a post the corner of Samuel Gardner's lands thence with said land north 37° 30 ' West 38 perches to a post thence North 30° West 64 perches to the public road leading from Mt. Calvary Church to Hills Landing thence with said road South 85° 45' East 57 perches to a point opposite to the N.E. Corner of a barn, thence South 81° East 77 1/16 perches to a small stake on the south side of the road thence North 83° East 16 perches to the lot of John Bias, thence with the said lot of the said John Bias' South 2° 45' West 22 1/3 perches to the centre of a cedar stump, thence leaving the lot of said John Bias and running with the lands of C. Whitefield Owens South 15 minutes East to the place of beginning containing sixty-seven acres one rood and seventeen and seven thirty seconds perches more or less.

Filed Dec. 16, 1948.

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Lot No. 2 Being a part of Owens Purchase lying and situate on the North & West side of the public road leading from Mt. Calvary Church to Hills Landing adjoining the lands of Mrs. James O. Drury, Samuel Gardner, William Owens & Enoch Owens and which is also a part of the land sold by Wm. B. Hopkins & wife to Sam'l Shepherd & wife her tofore mentioned and contained within the following metes and bounds courses and distances. Beginning for the same at a stone Marked O. P. 2 Standing in the South West corner, said Stone being one of the boundaries of Mrs. James O. Druey & running with the lands of Mrs. James O. Drury & Sam'l Gardner's south 87° 45' East 46 perches to a post standing on the south side of the aforesaid described public Road thence leaving the lands of Samuel Gardner & running North 12° East 120 perches 17 links to a post now planted in the East line of Owens' Purchase thence with said East line North 87° 15' West 65 3/5 perches to a stone marked O. P. 3 a corner of the lands of William Owens and Enoch Owens' thence with the lands of William Owen's and Mrs. James O. Drury's South 2° 45' West 119 1/2 perches to the place of beginning containing forty one acres two roods and twenty nine and two fifths perches of land more or less. The two lots or parcels of ground No. 1 & No. 2 as herein before designated. Being part of the tract of land which was devised to the said Clementine Plummer, by her Mother Elizabeth Shepherd late of Anne Arundel County by Last Will & Testament and recorded in the Orphans Court of Anne Arundel County Md. To Have and To Hold all and singular the aforementioned lots or parcels of land and described premises together with the appurtenances unto the said party of the second part his heirs' & assign's forever.

WITNESS our hands & Seals.

Witness	Robt. B. Plummer	(SEAL)
James O. Drury, J.P.	Clementine Plummer	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this Eighteenth day of October Eighteen hundred and Eighty nine before the subscriber a Justice of the Peace

of said State & County personally appeared Robert B. Plummer and Clementine Plummer his wife and did each acknowledge the aforegoing deed to be their respective act.

James O. Drury J. P.

Recorded 22 October 1887

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing deed is truly copied and taken from Liber S.H. No. 35, folio 597, 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 Courr for Anne Arundel County, this 15th day of December, A. D., 1948.

John H. Hopkins 2nd

Clerk.

Plaintiffs' Exhibit No. 1.

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THIS DEED made this Fourteenth day of November in the year Nineteen Hundred and seven, by and between William Owens and Susan Owens his wife parties of the first part and John Wilson party of the second part all of Anne Arundel County in the State of Maryland;

WITNESSETH, that for and in consideration of the sum of Four Hundred dollars current money by the said John Wilson to the said William Owens and Susan Owens in hand paid at and before the sealing and delivery of these presents the receipt of which they do hereby acknowledge and themselves to be therewith fully satisfied, contented and paid the said William Owens and Susan Owens have granted bargained sold released conveyed and confirmed and by these presents do grant bargain sell release, convey and confirm unto the said John Wilson his heirs and assigns in fee simple forever all that lot or parcel of land being a part of the tract of land called_Hopkins Fancy" lying and situate about one mile more or less easterly from Drury Post Office in the 8th District of Anne Arundel County aforesaid it being a part of the lands described in a deed dated the 28th day of August 1907, from James R. Brashears, Trustee to William Owens and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 53 folio 498 and contained within the following metes and bounds courses and distances to-wit:

Filed Dec. 16" 1948

THAT is to say: Beginning for said lot or parcel of land at a stone standing in the Northeast corner of the before mentioned conveyance said stone the 5th Original boundary of the afore said tract of land called Hopkins Fancy and also one of the boundaries of the lands purchased by William Owens of Mrs. Clementine Plummer and lands of John Shepherd and run from said stone and with the lands of John Shepherd South 0° 15' East 121 91/100 perches to a post a boundary of the lands formerly belonging to Enoch Owens thence leave the lands of John Shepherd and run with the lands formerly belonging to Enoch Owens Noeth 84° 45' West 58 83/100 perches to a post thence

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leave the outlines and running through the before mentioned conveyance North 0° 15' West 118 13/100 perches to a post in the 4th line of "Hopkins Fancy" thence with said line South 88° 25' East 58 53/100 perches to the place of beginning containing Forty four acres and twelve square perches of land more or less (44 acres 12 sq P)

Together with all and singular the buildings improvements ways, rights, members privileges advantages anf appurtenances thereto belonging or in any wise appertaining and all the estates right title, and interest trust property claim and demand whatsoever at law and in Equity of them the said William Owens and Susan Owens of in and to the same.

To Have and To Hold all and singular the above mentioned and herein described premises.

Together with the appurtenances thereunto belonging unto the said John Wilson his heirs and assigns forever.

In Testimony whereof the said William Owens and Susan Owens have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered

in the presence of: Susan her x mark Owens (SEAL)

Witness: William his X mark Owens (SEAL)

Wm. F. Owens.

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

I hereby certify that on this Fourteenth day of November in the year Nineteen hundred and seven, before me the subscriber one of the Justices of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared William Owens and Susan Owens his wife and each acknowledged the foregoing instrument of writing to be their respective act and deed.

Wm. F. Owens, Justice of the Peace

Recorded 19 November, 1907

15'

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber G. W. No. 57, folio 206; one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 15th day of December, A. D. 1948.

John F. Hopkins 3d
Clerk.

Plaintiffs' Exhibit No. 3.

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LIBER 79 PAGE 398

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9308 Equity
SHERMAN WILSON, et al
Vs.
CHARLES JOSEPH WILSON, et al
ORDER OF PUBLICATION

The object of this bill is for the Court to appoint a trustee to make sale of the realty in these proceedings mentioned for the purpose of partition and that the proceeds arising therefrom may be divided among the parties entitled thereto according to their respective interest. And for such other and further relief as their case may require.

The bill recites:

That William Owens during his lifetime and at the time of his death was seized and possessed of the following parcel of land:

(a) Lot No. 1 "Hopkins Venture" containing 67 acres, more or less.
(b) Lot No. 2 "Owens Purchase" containing 41 acres, more or less.

both of said tracts having been acquired by the said William Owens from Robert B. Plummer and Clementine Plummer, his wife, by deed dated October 18th, 1888, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 397, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as part and parcel of this Bill of Complaint.

That on or about February 3rd, 1914, William Owens died and by his last will and testament duly executed under the laws of the State of Maryland to pass real estate, devised Lot No. 1 known as "Hopkins Venture" to his daughter Isabelle Wilson, as will more fully appear by reference to a certified copy of said last will and testament of said William Owens which is filed herewith as Plaintiff Exhibit No. 2 and is prayed to be taken as part and parcel hereof as fully as though the same were incorporated therein at length.

That John Wilson, husband of Isabella Wilson, mentioned in the preceding paragraph was seized and possessed of a tract of land containing 44 acres, more or less, which he acquired from William Owens and Susan Owens, his wife, by deed dated the 14th day of November, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 57, folio 200, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 3 and is prayed to be taken as part and parcel of this bill of complaint.

That the said John Wilson died and left surviving him his widow, Isabelle Wilson, who had a dower interest therein at common law and upon her death on July 28th, 1931, title vested in her children by the said John Wilson.

That being so seized and possessed of the aforesaid parcel of land known as "Hopkins Venture" the said Isabelle Wilson, who after the death of her husband John Wilson which occurred on the 20th day of March, 1908, died July 28th, 1931, and left surviving her the following ten children by John Wilson, her husband, to whom said realty passed by operation of law, to wit:

1. Sherman Wilson, a son, adult.
2. Thomas Wilson, a son, adult.
3. Charles Joseph Wilson, a son, adult.
4. Eugene Wilson, a son, adult.
5. Calvin Wilson, a son, adult.
6. James Henry Wilson, a son, adult.
7. Ernest Wilson, a son, who died in in 1943, a widower.
8. John E. Wilson, a son, who died Jan. 20th, 1929, and left surviving him two children, to wit: Georgie Brooks and Norman Wilson, both of said children live at 611-12th St., NE, Washington, D.C.
9. Buck Denny Wilson, a son, who died at Mitchellsville, Maryland, and left surviving him his wife Kate Wilson,
10. Ella Wilson Pinkney, a daughter, who died Jan. 18th, 1924, and left surviving her two children, to wit: Camilla Pinkney and John Pinkney, both of whom are now dead. John Pinkney left surviving him three children, to wit: Grace Pinkney, adult, Ella Pinkney, adult, and Jean Pinkney, an infant.

That said real estate cannot be divided in kind without material loss and injury to the parties entitled to the same.

It is thereupon ORDERED, by the Circuit Court for Anne Arundel County, this 16th day of December, 1948, that the Complainants, by causing a copy of this order to be inserted in some newspaper, printed in Anne Arundel County, once in each of four successive weeks, before the 28th day of January, 1949, give notice to the said absent Defendants of the object and substance of this bill of complaint, ordering them to be and appear in this Court in person or by solicitor, on or before the 14th day of February, 1949, and show cause, if any they have, why the relief prayed for herein by the complainants should not be granted.

JOHN H. HOPKINS, 3d. Clerk.

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

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1949

We hereby certify, that the annexed

Order of Publication

Eq #9308

Sherman Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of January, 1949 The first insertion being made the 23rd day of December, 1948.

Filed Feby. 18: 1949

Filed

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs	:	Circuit Court
	:	for
Charles Jos. Wilson, et al	:	Anne Arundel County
	:	

: : : : : : : : :

PETITION FOR DECREE PRO CONFESSO AND ORDER OF COURT THEREON

: : : : : : : : :

To the Honorable, the Judge of said Court:

The Defendants Charles Joseph Wilson, Eugene Wilson and Calvin Wilson, were duly summoned and that James Henry Wilson, Georgie Brooks, Norman Wilson, Grace Pinkney, Ella Pinkney, Jean Pinkney and all other unknown heirs of Isabelle Coats Wilson, after order of publication duly published failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication directed.

And as in duty bound, etc.

Filed June 28, 1949.

George B. Haelel
Atty. for Plaintiffs

ORDER OF COURT

It is thereupon this 28th day of June, in the year 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be and the same is hereby taken pro confesso against said defendants, Charles Joseph Wilson, Eugene Wilson, Calvin Wilson, James Henry Wilson, Georgie Brooks, Norman Wilson, Grace Pinkney, Ella Pinkney and all the unknown heirs of Isabelle Coates Wilson.

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And it is further ordered that leave is hereby granted to the Plaintiffs, to take testimony before anyone of the standing Examiners of this Court in support of the allegations of the said Bill.

Benjamin Michaelson
Judge

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LIBER 79 PAGE 401

Sherman Wilson, et al : No. 9598 Equity
: In the
VS : Circuit Court
: for
Charles Joseph Wilson, et al : Anne Arundel County
: : : : : : : : :

ANSWER OF KATIE WILSON

: : : : : : : : :

To the Honorable, the Judge of said Court:

The answer of Katie Wilson to the bill of complaint exhibited against her in this Honorable Court, respectfully shows:

1.

This Respondent admits all the allegations contained in the bill of complaint and agrees that the said property cannot be divided in kind without material loss and injury and does hereby consent to the sale and the division of the money.

And as in duty bound, etc.

Katie Wilson
Katie Wilson
In propria personam
Edgewater, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 27th day of June, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Katie Wilson who acknowledged the aforegoing answer to be her act.

Witness my hand and seal Notarial.

Mary [illegible]
Notary Public

Filed June 29th 1949.

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LIBER 79 PAGE 402

Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs	:	Circuit Court
	:	for
Charles J. Wilson, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

PETITION FOR APPOINTMENT OF A GUARDIAN AD LITEM AND ORDER OF COURT THEREON

: : : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of Thomas Wilson respectfully shows:

1.

That all of the Defendants have been duly summoned by either a personal summons or order of publication but that Jean Pinkney of Washington, D.C., an infant, who cannot answer or defend herself in this case.

Wherefore, your Petitioner, prays:

1. That a guardian ad litem may be appointed to appear and answer on behalf of the said Jean Pinkney.
2. And for such other and further relief as the case may require.

And as in duty bound, etc.

George B. Wachtel
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 24th day of August, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas Wilson who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary M. Wolff
Notary Public

Filed Aug. 29: 1949.

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Order of Court

Upon the aforegoing petition and affidavit, it is this 30th day of August, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that John H. Hopkins IV, be and he is hereby appointed guardian ad litem in this case for the infant Jean Pinkney.

Benjamin Michaelson
Judge

ZZ

Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs	:	Circuit Court
	:	for
Charles J. Wilson, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

: : : : : : : : : : :

To the Honorable, the Judge of said Court:

The answer of Jean Pinkney, by John H. Hopkins, 4th, her guardian ad litem, respectfully shows:

1.

That this Defendant being an infant can neither admit nor deny the allegations of the bill and prays the Court to look after her interest.

John H. Hopkins 4th
Guardian ad litem

Filed Oct. 15th. 1949.

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Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Charles Joseph Wilson, et al	:	Anne Arundel County
	:	

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

PETITION OF MARVELLY JOHNSON AND SIDNEY OWENS TO INTERVENE AS PARTY PLAINTIFFS AND ORDER OF COURT THEREON

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

Filed April 5, 1950

To the Honorable, the Judge of said Court:

The petition of Marvelly Johnson and Sidney Owens respectfully shows:

1.

That they are the two surviving children of Camilla Pinkney who was a daughter of Ella Wilson Pinkney whose names were inadvertently omitted in the bill of complaint and that the said Camilla Pinkney died in 1931 intestate and that no letters of administration were taken out on her estate.

Wherefore, your Petitioners, pray:

1. That they be permitted to intervene as party plaintiffs in this cause.
2. And that they may have such other and further relief as their case may require.

And as in duty bound, etc.

Witness as to mark of Sidney Owens
Mary M. Hoff

Marvelly Johnson
Sidney X Owens
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 5th day of April, in the year 1950, before me, the subscriber, a Notary Public of the State

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of Maryland, in and for Anne Arundel County aforesaid, personally appeared Marvelly Johnson who made oath in due form of law that she was and is the illegitimate daughter of Camilla Pinkney who died in 1931 without a will and that she has since married to one Thomas Johnson.

And, at the same time, also appeared Sidney Owens who was and is the illegitimate child of said Camilla Pinkney who died intestate as aforesaid.

Marvelly Johnson
her
Sidney X Owens
mark

Affiants

Witness my hand and seal Notarial.

Mary M. Wolf
Notary Public

ORDER OF COURT

Upon the aforegoing petition, it is this 5th day of April, in the year 1950, ORDERED that the above named petitioners Marvelly Johnson and Sidney Owens be, and they are hereby made party plaintiffs in the above entitled cause.

Benjamin Michaelson
Judge

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LIBER 79 PAGE 407

Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs	:	Circuit Court
	:	for
Charles Joseph Wilson, et al	:	Anne Arundel County

: : : : : : : : : : :

PETITION TO TAKE TESTIMONY AND FOR THE APPOINTMENT OF A SPECIAL STENOGRAPHER AND ORDER OF COURT THEREON

: : : : : : : : : : :

Filed April 5, 1950

To the Honorable, the Judge of said Court:

The petition of Thomas Wilson respectfully shows:

1.

That the above entitled cause is ready for the taking of testimony, all parties interested are present but the Court Stenographer is busily engaged in court work at the present time.

Wherefore your Petitioner prays:

1. That this Honorable Court might sign an order allowing the parties to take whatever testimony they desire in order to substantiate the allegations of the bill of complaint.
2. That this Honorable Court might appoint a special stenographer for the purpose of taking the testimony in this case.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel,
Solicitor for Petitioner
9-11 School Street
Annapolis, Md.

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ORDER OF COURT

Upon the aforegoing petition, it is this 5th day of April, in the year 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be and the same is hereby granted to the parties to this cause to take whatever testimony they might desire before any one of the standing examiners in order to substantiate the allegations of the bill of complaint.

And it is further ORDERED by the authority aforesaid that Mary M. Hoff be, and she is hereby, appointed special stenographer for the purpose of taking down and transcribing the testimony in this cause but before she shall proceed to act she shall take oath before the Examiner that she shall well and truly transcribe the aforegoing testimony without fear, favor or prejudice.

Benjamin Michaelson
Judge

I hereby certify that before me, the Examiner, personally appeared Mary M. Hoff who made oath in due form of law that she will well and truly transcribe the testimony to be given in this cause without fear, favor or prejudice.

Jno S. Strahorn
Examiner

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Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Charles Jos. Wilson, et al	:	Anne Arundel County
	:	

: : : : : : : : : :

Testimony on behalf of Plaintiffs

Filed April 18: 1950.

PRESENT:

George B. Woelfel, Solicitor for Plaintiffs

John H. Hopkins, IV, Guardian ad litem

Mary M. Hoff, special stenographer, order of Court dated 4/5/50

John S. Strahorn, Examiner

WITNESSES:

Marvelly Johnson,.....2 to 4

Sidney Owens,.....5

M.M.H. $4.00
J.S.S. $4.00

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Marvelly Johnson, one of the Plaintiffs, after being duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Marvelly Johnson, Parole Street, Parole, A. A. Co., Md.

2. You are now one of the party plaintiffs to this suit, are you not?

A. Yes.

3. Did you know William Owens?

A. Yes, he was my great grandfather but I never saw him.

4. Did William Owens own any land during his lifetime?

A. Yes William Owens owned a tract of land called "Hopkins Venture" containing 67 acres of land, more or less. This land borders on the public road leading from Drury to Wayson's Corner. He also owned Lot No. 2 called "Owens Purchase" which contained 41 acres.

5. I show you a certified copy of a deed from Robert B. Plummer and wife to William Owens dated Oct. 18th, 1889, which deed is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 597, and ask you if that is the certified deed by which your great grandfather William Owens acquired both of the aforesaid tracts of land?

A. It is.

6. Is William Owens, your great grandfather, living or dead?

A. He died about February 3rd, 1914.

7. Did he leave a last will and testament?

A. Yes and he devised Lot No. 1 known as "Hopkins Venture" to his daughter Isabelle Wilson.

8. I show you a certified copy of a will of William Owens and ask you what, if any, devises were made by the said last will and testament?

A. Lot No. 1 known as "Hopkins Venture" was willed to his daughter Isabelle Wilson as will more fully appear by reference to the said certified copy of his last will and testament.

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9. Who was John Wilson?

A. John Wilson was the husband of Isabelle Wilson who inherited Lot No. 1 called "Hopkins Venture" from her father Wm. Owens.

10. Is John Wilson living or dead?

A. John Wilson is dead.

11. Did he leave a last will and testament?

A. No, he died without a will.

12. Did he own any land in his own right?

A. Yes he owned 44 acres in the Eighth District which he acquired from William Owens and Susan Owens. This deed was dated November 14th, 1907.

13. I show you a certified copy of a deed from William Owens and Susan Owens, his wife, dated November 14th, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 57, folio 206, and ask you if this is the certified copy of the deed by which John Wilson procured the 44 acres?

A. It is.

14. What family, if any, did John Wilson leave?

A. He left a widow Isabelle Wilson.

15. Is Isabelle Wilson living or dead?

A. She is dead, she died in 1931, sometime the latter part of July.

16. Did she leave a last will and testament?

A. No.

17. How many children did she have to whom her interest would have gone?

A. She had ten children, the first was Sherman Wilson, an adult, living in Washington, D.C. 2. Thomas Wilson. 3. Charles Joseph Wilson. 4. Eugene Wilson. 5. Calvin Wilson. 6. James Henry Wilson. Now the first six children that I named before are living, as I recall, but the next Ernest Wilson died in 1943 and left no children or no wife. Then the eighth child was John E. Wilson who died January 29th, 1929, and left surviving him two children, Georgie Brooks and Norman Wilson.

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18. Are all of the children named above adults?

A. Yes.

19. Then who were the other children?

A. Well, next there was Buck Denny Wilson who died when he was living in Mitchellsville and he left a wife as his only heir.

20. Do you remember when Buck Denny Wilson died?

A. No I don't remember that.

21. Then who was next?

A. The last child was Ella Wilson Pinkney who died January 18th, 1924, and she left surviving her two children, Camilla Pinkney and John Pinkney. Both of these are dead.

22. What heirs, if any, did John Pinkney leave?

A. John Pinkney left three children, Grace Pinkney, an adult, Ella Pinkney, an adult, and Jean Pinkney, an infant.

23. What heirs, if any, did Camilla Pinkney leave?

A. Camilla Pinkney left surviving her two illegitimate children, my brother Sidney Owens and myself.

24. Were letters of administration taken out on the estate of Ella Wilson Pinkney, Camilla Pinkney or John Pinkney?

A. No I don't think so because they all died without a will and nothing was done to settle their property.

25. Can the 44 acres left by your grandfather and the 67 acres be divided in kind without material loss or injury?

A. No Idon't think it can as we have been trying to divide it for the past five years and never did it. Moreover, there is a barn on the place which couldn't be equally divided so I believe the best thing to do is to sell the property and divide the money between us who are entitled to get it.

NO CROSS EXAMINATION

To the general question, under the rule, the witness says:

A. No.

M.J. Marcella Johnson

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Sidney Owens, one of the Plaintiffs, after being duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Sidney Owens, Parole St., Parole, Maryland, in care of Mrs. Marvelly Johnson.

2. You are the brother of Marvelly Johnson who just testified?

A. Yes.

3. Did you hear the questions asked your sister and the answers she gave?

A. Yes.

4. If the same questions were asked you would your answers to them be the same?

A. Yes.

NO CROSS EXAMINATION

To the general question under the rule, the witness says:

A. No.

his
+ mark
S.O. Sidney Owens

witness:
Marvelly Johnson

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There being no other witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired on their behalf, this testimony is now closed and, at the request of Plaintiffs' Solicitor, is returned to the Court.

Witness my hand and seal this 18 day of April, 1950.

Jno. S. Graham (Seal)
Examiner

LIBER 79 PAGE 415

Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs	:	Circuit Court
	:	for
Charles Joseph Wilson, et al	:	Anne Arundel County
	:	

: : : : : : : : :

Submission for a decree

I hereby consent to the submission of this case for a final decree without taking any testimony on my part.

Katie Wilson

Filed 18 Apr., 1950.

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Sherman Wilson, et al	: No. 9598	Equity
	: In the	
vs.	: Circuit Court	
	: for	
Charles Jos. Wilson, et al	: Anne Arundel County	
	:	

: : : : : : : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that the property mentioned in these proceedings cannot be divided in kind without material loss or injury.

Filed 8 May, 1951

It is thereupon this 8th day of May, in the year 1951, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the real estate described in these proceedings be and the same is hereby decreed to be sold and that George B. Woelfel be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Three Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Five Hundred Dollars upon the day of sale, balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser or purchasers, the credit portion to bear interest at the rate of six per cent and to be secured to the satisfaction of the said

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Trustee, and as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of ths skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Richardson
Judge

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LIBER 79 PAGE 418

Sherman Wilson, et al : No. 9598 Equity

: In the Circuit Court

vs. :

: for

Charles Joseph Wilson, et al : Anne Arundel County

:

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATE AND
PURCHASERS' AGREEMENT

: : : : : : : : : : :

I, Robert Campbell, Auctioneer, do hereby certify that I have this day sold the 108 acres of land, more or less, described in the annexed advertisement of sale to Ottawa C. Ridgley, Jr., and Hazel V. Ridgley, his wife, at and for the sum of Fifty-One Hundred Fifty ($5150) Dollars, they being at that figure the highest bidders therefore and at the sale I announced that the barn was no longer in existence.

Witness my hand and seal placed hereon this 8th day of April, 1952.

Witness:

Mary M. Hoff

Robert Campbell (Seal)

Mary M. Hoff

We, Ottawa C. Ridgley, Jr., and Hazel V. Ridgley, his wife, do hereby certify that we have this day purchased the 108 acres of land, more or less, described in the annexed advertisement of sale from George B. Woelfel, Trustee, at and for the sum of Fifty-One Hundred Fifty ($5150) Dollars and that we have given our check for Five Hundred ($500) Dollars as a deposit and we agree to comply with the terms of said sale.

Witness our hands and seals placed hereon this 8th day of April, 1952.

Witness

Mary M. Hoff

Ottawa C. Ridgley, Jr. (Seal)

Hazel V. Ridgley (Seal)

Hazel V. Ridgley by Ottawa C. Ridgely, Jr., her agent

PUBLIC SALE OF VALUABLE REAL ESTATE LOCATED IN THE EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

One tract known as "HOPKIN'S VENTURE" contains 67 acres, more or less, improved by a barn and the other tract known as "OWEN'S PURCHASE" contains 41 acres, more or less, unimproved. The 67 acre tract of land borders on the south side of a public road leading from Drury to Wayson's Corner and has a frontage thereon of 2475 feet, more or less, and the 41 acre tract is in the rear of the 67 acres and adjoins it on the south side thereof.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated May 5th, 1951, and passed in a cause therein pending, wherein Sherman Wilson, et al, were plaintiffs, and Charles Joseph Wilson, et al, were defendants the undersigned duly appointed trustee to make sale of the aforesaid real estate in said proceedings mentioned, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, APRIL 8TH, 1952, AT 10 O'CLOCK, A. M.

All that parcel of ground one known as "HOPKIN'S VENTURE" containing 67 acres of land, more or less, and the second being all that tract known as "OWEN'S PURCHASE" containing 41 acres, more or less. Both tracts of land having been acquired by William Owens from Robert B. Plummer and Clementhe Plummer, his wife, by deed dated the 19th day of October, 1889, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 35, folio 507, a metes and bounds description of the said two tracts being contained therein.

The 67 acre tract is improved by a barn.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser as a deposit on the day of sale, balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser: credit portions to bear interest at the rate of 6%.

For further particulars, apply:
GEORGE B. WOELFEL, Trustee,
9-11 School Street,
Annapolis, Md.

a-3

Filed 12 apr 1952

38

Sherman Wilson, et al	:	No. 9598 Equity
	:	In the
vs.	:	Circuit Court
Charles Joseph Wilson, et al	:	for
	:	Anne Arundel County

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

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 8th day of May, 1951, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper, printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in the City of Annapolis, on the 8th day of April, 1952, at 10 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, situate in the Eighth Election District of Anne Arundel County, and more particularly described as follows:

All that parcel of ground known as "Hopkin's 'enture" containing 67 acres of land, more or less, being that property firstly described in a deed from Robert B. Plummer and Clementine Plummber, his wife, to William Owens dated October 18th, 1889, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35,

Filed 12 Apr., 1952.

39

folio 597, a metes and bounds description being contained therein. The second tract adjoins the aforesaid first tract and is known as Hopkin's Fancy and Darnalls Purchase containing 44 acres of land more or less, and being the same property which was conveyed to John Wilson by William Owens and Susan Owens, his wife, by deed dated November 14th, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 57, folio 206, a metes and bounds description being contained in the aforesaid deed.

And your Trustee sold the above described property unto Ottawa C. Ridgley, Jr., and Hazel V. Ridgley, his wife, at and for the sum of Fifty-One Hundred Fifty ($5150) Dollars, they being at that sum the highest bidders therefore, the terms of said sale being a deposit of Five Hundred ($500) Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 8th day of April, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Ridgely
Notary Public

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LIBER 79 PAGE 421

ORDER NISI

SHERMAN WILSON, et al

versus

CHARLES JOSEPH WILSON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9598 Equity

Filed 12 Apr. 1952.

Ordered, this 12 day of April, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Trustee, ~~X~~,

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 $ 5,150.00.

John H. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

SHERMAN WILSON, et al

versus

CHARLES JOSEPH WILSON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 12 June, 1952.

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

Benjamin Michaelson
Judge.

G 22056

LIBER 79 PAGE 422

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 9598 Equity.

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3000.00) current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 8th day of April, 1952.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Wilson vs. Wilson," No. 9598 Equity, dated May 8, 1951, George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel is about to execute said power and make sale of the property described in the proceedings,

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Filed 14 Apr., 1952

Witness:

Virginia Merritt
Virginia Merritt

George B. Woelfel (SEAL)
George B. Woelfel, Principal

Virginia Merritt
Virginia Merritt

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact.
Surety.

Approved this 14 Apr., 1952
John H. Hopkins, 3rd, Clerk.

4-2

G 22086

LIBER 79 PAGE 423

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 9598 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Hundred Dollars ($2500.00) current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 14th day of April, 1952.

Filed 14 April, 1952

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Wilson vs. Wilson," No. 9598 Equity, dated May 8, 1951, George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel has executed said power and made sale of the property described in the said proceedings;

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Witness:

Virginia Merritt
Virginia Merritt

George B. Woelfel (SEAL)
George B. Woelfel, Principal

Virginia Merritt
Virginia Merritt

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
Surety.

Approved this 14 April 1952
John H. Hopkins, 3rd Clerk

LIBER 79 PAGE 424 FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1952

We hereby certify, that the annexed Order Nisi

Sale - Equity 9598

Charles J. Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of May, 1952. The first insertion being made the 17th day of April, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie S. Larson

No. MG. 7126

Filed 12 June, 1952

ORDER NISI

IN THE CIRCUIT COURT
~~FOR ANNE ARUNDEL COUNTY~~
No. 9598 Equity

SHERMAN WILSON, et al,
Vs.
CHARLES JOSEPH WILSON, et al.

Ordered, this 12th day of April, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Trustee;

[redacted]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 fo sales to be $5,150.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-8

Sherman Wilson, et al,	:	No. 9593 Equity
	:	In the Circuit Court
vs.	:	for
Charles Joseph Wilson, et al.	:	Anne Arundel County
	:	

: : : : P : : : : : : :

PETITION TO TAKE ADDITIONAL TESTIMONY
AND ORDER OF COURT THEREON

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

Filed 8 Aug., 1952.

To the Honorable, the Judge of said Court:

The petition of Georgia Brooks respectfully shows:

1.

That since the filing of this suit some of the heirs at law have died so that the distribution would be made to other parties than are mentioned in the bill of complaint.

Wherefore, your Petitioner prays:

1. That leave may be granted to your Petitioner to take additional testimony before any one of the standing examiners of this Court to show the heirs at law of the deceased parties.
2. And for such other and further relief as the case may require.

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel
Solicitor for Petitioner

Filed 8 Aug., 1952.

ORDER OF COURT

Upon the aforegoing petition it is this 8th day of August, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that leave be and the same is hereby granted unto Georgia Brooks to take what testimony she may desire before any one of the standing examiners of this Court to prove the heirs at law of the deceased parties to these proceedings.

Benjamin Michaelson
Judge

SHERMAN WILSON AND	:	IN
THOMAS WILSON	:	THE CIRCUIT COURT
VS.	:	FOR
CHARLES JOSEPH WILSON;	:	ANNE ARUNDEL COUNTY
ET AL.	:	No. 6598 Equity

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

TESTIMONY ON BEHALF OF THE PETITIONERS

August 7, 1952

Filed 14 Aug., 1952.

Present:

Mr. George B. Woelfel, Solicitor for Petitioners.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Georgia Louise Brooks, pages 2, 3, 4, 5.

Calvin Wilson, pages 5, 6.

47

Georgia Louise Brooks, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Voelfel)

1. State your name and address.

A. Georgia Louise Brooks, 1217 F Street, N.E., Washington, D. C.

2. Are you related to Sherman Wilson and Charles Joseph Wilson?

A. I am their niece.

3. Do you know the geneology of the family?

A. Yes, I know the whole family.

4. Is Sherman Wilson now living or dead?

A. He is dead.

5. When did he die?

A. December 9, 1949.

6. Did he leave a wife?

A. He left a wife.

7. What is her name?

A. Sally Wilson.

8. Did he leave any children?

A. Three.

9. What are their names?

A. Willie, Sherman Oneal and John Woodrow Wilson.

10. What is Willie Wilson's name now?

A. Willie Dorsey.

11. Are all three of these children adults?

A. Yes.

12. Were there any other children?

A. No.

13. Is Thomas Wilson living or dead?

A. He is dead.

14. When did he die?

A. January 31, 1952.

15. Did he leave a wife or children?

48

A. His wife is dead and he left one child, Martha Bella.

16. Is she an adult?

A. Yes.

17. He had no other children?

A. Not that I know of.

18. Is Charles Joseph Wilson living?

A. Yes.

19. Is Eugene Wilson living?

A. Yes.

20. Is Calvin Wilson living?

A. Yes.

21. Is James Henry Wilson living or dead?

A. He is dead.

22. When did he die?

A. March 13, 1950.

23. Did he leave a wife and children?

A. He left a wife and two children.

24. What is his wife's name?

A. Mary P. Wilson.

25. What are the children's names?

A. Hilda Fredricka Wilson and Iva Wilson.

26. Are both of those children adults?

A. Yes.

27. He had no other children?

A. No.

28. Is Ernest Wilson living or dead?

A. He is dead.

29. When did he die?

A. July 12, 1942.

30. Did he leave a wife and any children?

A. She died before him and there were no children.

31. Did he leave any descendents of chaildren?

A. Not that we know anything about.

49

32. Is John E. Wilson living or dead?

A. He is dead.

33. When did he die?

A. He died June 22, 1929.

34. Did he leave a wife and children?

A. His wife is dead and he left two children.

35. What are their names?

A. Myself, Georgia Louise Brooks and Norman Wilson.

36. Did he leave any other children?

A. No.

37. Both of you are adults?

A. Yes.

38. Is Buck Denny Wilson living or dead?

A. He is dead.

39. When did he die?

A. February 7, 1942.

40. Did he leave a wife and children?

A. He left his wife, Katie Wilson, but no children.

41. They never had any children?

A. Not that I know of.

42. Is Ella Pinkney living or dead?

A. Dead.

43. When did she die?

A. May, 1923.

44. Did she leave a husband and any children?

A. Her husband is dead and there are two children.

45. What are their names?

A. Camilla Pinkney and John Pinkney.

46. Is Camilla Pinkney living or dead?

A. She is dead.

47. When did she die?

A. 1930 in the winter time.

48. How many children did she leave?

50

A. Two.

49. What are their names and ages?

A. Marvelly Pinkney Johnson and Sidney Pinkney.

50. They were the two children of Camilla Pinkney?

A. Yes.

51. Is John Pinkney living or dead?

A. Dead.

52. When did he die?

A. October 6, 1943.

53. Did he leave a wife and any children?

A. He left a wife, Pearl Pinkney and two children.

54. What are their names?

A. Ella Pinkney Moreland and Grace Pinkney and Jean Pinkney was an illegitimate child.

55. Did any of the people whom you have mentioned die and leave a Will?

A. Nobody left a Will.

56. Were any letters of administration taken out on any of them?

A. Nobody.

57. Were these all the children that the parties had?

A. That is all we know of.

(Mr. Klawans)

To the General Question under the rule, the witness answers "No".

Georgia Louise Brooks

Georgia Louise Brooks

****

Calvin Wilson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Calvin Wilson, Lothian, Maryland.

2. Are you the brother of Sherman Wilson?

A. Yes.

3. Have you heard the answers given by your niece, Georgia Louise Brooks?

51

A. Yes.

4. If the same questions were propounded to you, would you give the same answers?

A. Yes.

5. Her answers were true?

A. Yes.

6. Your answers to those specific questions would be the same?

A. Yes.

(Mr. Klevans)

To the General Question under the rule, the witness answers "No".

Calvin Wilson

Calvin Wilson

There being no further witnesses to be examined on behalf of the Petitioners at this time, and no further testimony desired in their 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 14th day of August, 1952.

Emanuel Klevans (SEAL)

Examiner

E.K. $10.00
K.H.McC. $5.00

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LIBER 79 PAGE 432

In the Case of

Sherman Wilson,
et al
VS.
Charles Joseph Wilson,
et al

In the

Circuit Court

For

Anne Arundel County

No. 9598 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 14 Aug., 1952.

August 12, 1952

All of which is respectfully submitted.

Anne K. Hopkins
Auditor.

54 *In the Case of*

Dr. Sherman Wilson, et al vs. Charles Joseph Wilson, et al in ac.

To Trustees for Commissions, viz:	186 29		
To Trustee for Fee (Order 7/24/52) viz:	200 00		386 29
To Trustee for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10 00		
Defendants' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	55 00		
Jos. W. Alton, Sheriff - costs	5 80		
John H. Hopkins, IV - guardian ad litem's fee	4 00		
John S. Strahorn - Examiner's fee	4 00		
Mary M. Hoff - stenographer's fee	4 00		
Emanuel Klawans - examiner's fee	10 00		
Katharine H. McCutchan - additional testimony	5 00		
Auditor - stating this account	54 00		161 80
To Trustee for Expenses, viz:			
Capital-Gazette Press - order of publication	65 00		
Capital-Gazette Press - advertising sale	43 75		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Globe Indemnity Co. - bond premiums	22 00		
Robert H. Campbell - auctioneer's fee	20 00		
One-half Federal revenue stamps	3 03		
One-half Federal revenue stamps	3 02		
Register of Wills - certified copy Will	6 00		
Clerk of Court - certified copy of deed	3 75		
Mary M. Hoff - notary fees	3 50		184 05
To Trustee for Taxes, viz:			
1951 State and County taxes	77 17		
1952 State and County taxes ($78.31-adj)	30 92		108 09
BALANCE FOR DISTRIBUTION - $4,369.45			
Distributed to the heirs at law of John Wilson, who died 3/29/08, and of Isabelle Wilson, who died 7/28/31, viz:			
(1) To Charles Joseph Wilson, son -19/160		518 87	
(2) To Eugene Wilson, son - 19/160		518 87	
(3) To Calvin Wilson, son - 19/160		518 87	
(4) To heirs at law of Ella Pinkney, daughter, who died in May, 1923, viz:			
A. Marvelly Johnson, granddaughter-19/640		129 72	
B. Sidney Owens, grandson -19/640		129 72	
C. Pearl Pinkney, widow of John Pinkney, son,-who died 10/6/43 - 19/960		86 48	
D. Grace Pinkney, granddaughter 19/960		86 48	
E. Ella P. Moreland, granddaughter-19/960		86 48	

LIBER 79 PAGE 434

(5) To children of John E. Wilson, son, who died 6/22/29, viz:			
A. Norman Wilson, son - 19/320		259 44	
B. Georgia L. Brooks, daughter - 19/320		259 44	
(6) To Katie Wilson, widow of Buck Denny Wilson, son, who died 2/7/42 - 1/20-			
	$218.47		
Less direct inheritance tax	2.18	216 29	
(7) To heirs at law of Sherman Wilson, son, who died 12/9/49, viz:			
A. Sallie Wilson, widow - 19/480	$ 172.96		
Less direct inheritance tax	1.73	171 23	
B. Sherman O'Neal Wilson, son - 19/720	$	115 30	
C. John Woodrow Wilson, son -19/720		115 30	
D. Willie W. Dorsey, daughter- "		115 30	
(8) To heirs at law of James H. Wilson, son, who died 3/13/50, viz:			
A. Mary P. Wilson, widow - 19/480	$ 172.96		
Less direct inheritance tax	1.73	171 23	
B. Iva Wilson, daughter - 19/480	$ 172.96		
Less direct inheritance tax	1.73	171 23	
C. Hilda Fredericka Wilson, daughter - 19/480	$ 172.96		
Less direct inheritance tax	1.73	171 23	
(9) To Martha Bell, daughter of Thomas Wilson, son, who died 1/[illegible]1/52 - 19/160	$ 518.87		
Less direct inheritance tax	5.19	513 68	
			4,355 16
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above		14 29	14 29
			5,209 68

with George B. Woelfel, Trustee Cr.

1952				
Apr.	8	Proceeds of Sale	5,150 00	
		Interest on deferred payment to 6/25/52	59 68	5,209 68
				5,209 68

56

LIBER 79 PAGE 436

Filed 14th Aug. 1952. Filed 14th Aug. 1952. Filed 2nd Sept. 1952.

ORDER NISI

Sherman Wilson,

et al

VERSUS

Charles Joseph Wilson,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9598 Equity.

ORDERED, This 14 day of August, 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 22 day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of September next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of September, 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 Underwood

A. J.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1952

We hereby certify, that the annexed

Order Nisi Auditors Account

Equity no 9598

Sherman Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of Sept., 1952 The first insertion being made the 21st day of Aug., 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG 5-772

58

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,598 Equity
SHERMAN WILSON, et al
Vs.
CHARLES JOSEPH WILSON, et al

Ordered, this 14th day of August, 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 22nd day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

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

8-4

Filed 2nd Sept, 1952

LIBER 79 PAGE 437

ISABEL MARIE FLORTEY
(Sometimes known as Marie Flarity)
5008 Curtis Avenue
Baltimore 26, Maryland
PLAINTIFF

VS.

THE CLEARWATER BEACH CO., Inc.
Falls and Pimlico Roads
Baltimore 9, Maryland
LOUIS A. HALL
% Chesapeake & Potomac Telephone Co.
Charleston, West Virginia
GEORGE S. GALLATIN
Executor under the will of
Clara E. Gallatin, deceased
3810 Delverne Road
Baltimore, Maryland
GEORGE S. GALLATIN
Individually
3810 Delverne Road
Baltimore, Maryland
GEORGE S. GALLATIN
3810 Delverne Road
Baltimore, Maryland, and
ROBERT E. GALLATIN
1318 Poplar Avenue Arbutus
Baltimore, Maryland
Trustees under the will of
Clara E. Gallatin, deceased,
for James A. Gallatin
MABEL LOCKEMAN
Murray Avenue
Baltimore, Maryland
KATHERINE R. SMITH
3535 Lindale Avenue
Baltimore, Maryland
INEZ V. RIGNEY
3119 Mareco Avenue
Baltimore, Maryland
ROBERT E. GALLATIN
Individually
1318 Poplar Avenue Arbutus
Baltimore, Maryland
JAMES A. GALLATIN

Baltimore, Maryland
CONWAY J. POWELL
CHARLES A. POWELL
whose addresses are unknown,
And all persons having or claiming
to have any interest in the here-
inafter described properties
DEFENDANTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY # 10,339

*****

BILL OF COMPLAINT

Filed 8 Oct., 1951.

mortgages

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiff, complaining, says:

1. That on or about the 10th day of October, 1949, the Certificates of Tax Sales attached hereto were issued by Joseph H. Griscom, Sr., Treasurer for Anne Arundel County and Collector of Taxes for Anne Arundel County and the Stateof Maryland; said Certificates are attached hereto and made a part hereof.

2. The properties mentioned in said Certificates are described as follows:

(a) Certificate No. 1325

All those lots of ground situate in the Third Election District of Anne Arundel County, described as follows:

Lots Nos. 249, 250, 251 and 252, Plat No. 1, as shown on the plat of Clearwater Beach, Anne Arundel County, Maryland, recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 53, now Cabinet No. 1, Rod D Plat No. 8. Assessed on date of Collector's sale to Clearwater Beach Company, Inc., said property being a part of the lot of ground granted and conveyed to Clearwater Beach Company by deed dated October 5, 1947 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 441, folio 189. The last known address of Clearwater Beach Company was Falls and Pimlico Roads, Baltimore 9, Maryland, and said lots were also under contract of sale to Louis F. Hall, whose last known address was c are of the Chesapeake and Potomac Telephone Company, Charleston, West Virginia. The amount due on date of sale was $30.33. The lots were sold for $38.00, to the plaintiff, Isabel Marie Flortey.

(b) Certificate No. 1368

All those lots of ground situate in the Third Election District of Anne Arundel County described as follows:

Lots Nos. 13 and 14, Block E on plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 2, Rod D - 2, Plat 193. Assessed on date of said Collector's sale to James A. Gallatin and wife, whose last known address was 3119 Mareco Avenue, Baltimore 13, Maryland, in care of Mrs. C. E. Gallatin. The lots were granted and conveyed by The Workmen's Co-operative Realty Company, Inc., to James A. Gallatin and Clara E. Gallatin, his wife, as tenants by the entireties by deed dated October 11, 1923, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No. 92, folio 357. The said James A. Gallatin departed this life on the 17th day of September, 1943, and thus by his death the fee simple title became vested in Clara E. Gallatin, the surviving spouse. Clara E. Gallatin died July 17, 1946, leaving a last will and testament, a copy of which will is recorded among the will records of Anne Arundel County, Maryland, by which will she devised a 1/7 undivided interest in said lots to the defendants named herein as follows:

1/7 undivided interest to Mabel Lockeman, daughter of devisee, whose address is Murray Avenue, Baltimore, Maryland.

1/7 undivided interest to Katherine R. Smith, daughter of devisee, whose address is 3535 Lindale Avenue, Baltimore, Md.

1/7 undivided interest to George S. Gallatin, son of devisee, whose address is 3810 Delverne Road, Baltimore, Md.

1/7 undivided interest to Inez V. Rigney, daughter of devisee, whose address is 3119 Mareco Avenue, Baltimore, Md.

1/7 undivided interest to Robert E. Gallatin, son of devisee, whose address is 1318 Poplar Avenue, Baltimore, Md.

1/7 undivided interest to Conway J. Powell and Charles A. Powell, grandchildren of devisee, whose addresses are unknown.

1/7 undivided interest to George S. Gallatin and Robert E. Gallatin, Trustees for James A. Gallatin, son.

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The amount due on date of sale was $17.80. The lots were sold for $30.00, to the plaintiff, Isabell Marie Flortey.

3. The properties have not been redeemed by any party in interest, although more than one year and one day from the date of sale has expired.

4. The plaintiff prays for process directed to the above named defendants, whose last known addresses are set out with their names after the description of each property.

5. The plaintiff prays for an order of publication directed to all parties in interest in the various properties.

6. Attached hereto as Exhibit "A" and Exhibit "B" are the aforesaid Certificates of Tax Sales.

7. To redeem the properties it is necessary for the defendants to pay the sums as set out after the descriptions of each property, with interest from October 10, 1949, cost of title search, all taxes, interest and penalties accruing subsequent to the day of sale which have been paid by the plaintiff under Sec. 90 - J and 90 - K, Article 81 of the Annotated Code of Maryland.

8. The plaintiff prays the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the properties herein described.

AND, as in duty bound, etc.

Tolias E. Pluff
Atty. for Plaintiff

Isabel Marie Flortey
Isabel Marie Flortey

ATTEST:

L. J. DeAlba

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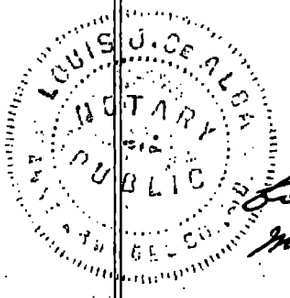
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this, the 5 day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Isabel Marie Flortey, the plaintiff herein, and made oath in due form of law that the matters and things set forth in the foregoing bill of complaint are true to her best information, knowledge and belief.

WITNESS my hand and Notarial Seal.



My commission expires May 4, 1953.

Louis J. De Alba
Notary Public

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1325 LIBER 79 PAGE 442 Exhibit "A"

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, Treasurer, hereby certify that on October OCT 10 1949, I sold to [illegible] at public auction for the sum of 38 Dollars and 00 Cents, of which 30 33 Dollars has been paid as a deposit on the property in 3 Dist described as Lot 249 Plat 1 & Lot 250 & 251 Plat 1 & Lot 252 all as shown in the [illegible] Clearwater Beach, A.A. Co

and assessed to The Clearwater Beach Co Inc

Filed 8 Oct. 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 10 1949 day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, County Treasurer and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires MAY 7 1951

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1368 LIBER 79 PAGE 443 Exhibit "B"

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to Mr. Fiorety at public auction for the sum of 30.00 Dollars and — Cents, of which 17.80 Dollars has been paid as a deposit on the property in 3rd Dist described as 3-32165

Lots 13-14 [illegible] E [illegible] Lots

[illegible] Lot 13-14 Bob E

and assessed to James H. Gallatin & Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October [illegible] 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 8 Oct. 1951

Witness my hand and seal, this OCT 1 [illegible] day of 19

JOSEPH H. GRISCOM, Sr. County Treasurer
Collector

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this [illegible] day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires MAY 7 1951

~~Legal Notices;~~ Tobias C. Phillips, Solicitor

In the Circuit Court for Anne Arundel County, No. 10339 Equity

ORDER OF PUBLICATION

ISABEL MARIE FLORTEY
(Sometimes known as Marie Flarity)
5008 Curtis Avenue
Baltimore 26, Maryland
PLAINTIFF

VS.

THE CEEARWATER BEACH CO., Inc.
Falls & Pimlico Roads
Baltimore 9, Maryland
LOUIS A. HALL
% Chesapeake & Potomac Telephone Co.
Charleston, West Virginia
GEORGE S. GALLATIN
Executor under the will of
Clara E. Gallatin, deceased
3810 Delverne Road
Baltimore, Maryland
GEORGE S. GALLATIN
Individually
3810 Delverne Road
Baltimore, Maryland
GEORGE S. GALLATIN
3810 Delverne Road
Baltimore, Maryland and
ROBERT E. GALLATIN
1318 Poplar Avenue Arbutus
Baltimore, Maryland
Trustees under the will of
Clara E. Gallatin, deceased,
for James A. Gallatin
MABEL LOCKEMAN
Murray Avenue
Baltimore, Maryland
KATHERINE R. SMITH
3535 Lindale Avenue
Baltimore, Maryland
INEZ V. RIGNEY
3119 Mareco Avenue
Baltimore, Maryland
ROBERT E. GALLATIN
Individually
1318 Poplar Avenue Arbutus
Baltimore, Maryland
JAMES A. GALLATIN

Baltimore, Maryland
CONWAY J. POWELL
CHARLES A. POWELL
Addresses unknown
And all persons having or claiming
to have any interest in the here-
inafter described properties
DEFENDANTS

Filed 8 Oct. '51

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The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties sold in fee simple by the Treasurer of Anne Arundel County as Collector of Taxes for said County and State of Maryland to Isabel Marie Flortey on October 10, 1949; Certificates of Sale having been duly issued, the properties being described on the Treasurer's Tax Roll, as follows:

Third Election District, James A. Gallatin and wife, Lots 13 and 14, Section E, Glen Burnie Heights (40' x 126').

Third Election District,
The Clearwater Beach Company, Inc. U/C L. A. Hall, Lots 249, 250, 251, 252, Clearwater Beach. Plat no. 1.

A description, as above, appears on the two Certificates of Tax Sale filed with this proceeding.

The bill states that none of the properties have been redeemed by any party in interest although more than one year and a day from the date of sale of said properties has expired.

IT IS THEREUPON, this 8 day of October, 1951, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, before the 12 day of December, 1951, warning all persons having or claiming to have an interest in said properties to be and appear in this Court by the 12 day of December, 1951, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the plaintiff a title in fee simple, free and clear of all encumbrances.

~~JUDGE~~ John H. Hopkins, 3rd, Clerk

ISABEL MARIE FLORTEY (Sometimes known as Marie Flarity)	:	IN THE
PLAINTIFF.	:	CIRCUIT COURT
VS.	:	FOR
THE CLEARWATER BEACH CO., INC.	:	ANNE ARUNDEL COUNTY
et al	:	Equity No. 10,339
DEFENDANTS.	:	

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Lewis A. Hall, appearing in proper person, respectfully represents:

1. That his correct name is Lewis A. Hall and his present address is care of The Chesapeake and Potomac Telephone Company, 725 Thirteenth Street, N. W., Washington 5, D. C.

2. That he is one of the defendants named in the above proceeding, being described therein as "Louis A. Hall," and is the owner of the lots of ground covered by Tax Certificate No. 1325, namely Lots Nos. 249, 250, 251 and 252 on Plot No. 1 of Clearwater Beach, Anne Arundel County, said lots having been conveyed to him by Clearwater Beach Company and others by deed [redacted] August 24, 1928 and duly recorded among the land records of Anne Arundel County.

3. That he wishes to redeem said property and hereby applies to the Court to fix the amount necessary for redemption.

Lewis A. Hall

Lewis A. Hall
In care of:
The Chesapeake and Potomac Telephone Co.
725 Thirteenth Street, N. W.
Washington 5, D. C.

Filed 27 Nov., 1931.

//

Legal Notices —

TOBIAS C. PHILLIPS, Solicitor
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,339 EQUITY

ISABEL MARIE FLORTEY (Sometimes known as Marie Flarity), 5008 Curtis Avenue, Baltimore 20, Maryland

PLAINTIFF

Vs.

THE CLEARWATER BEACH CO., Inc. Falls & Pimlico Roads, Baltimore 9, Maryland
LOUIS A. HALL, % Chesapeake & Potomac Telephone Co. Charleston, West Virginia.
GEORGE S. GALLATIN, Executor under the will of Clara E. Gallatin, deceased, 3810 Delverne Road, Baltimore, Maryland.
GEORGE S. GALLATIN, Individually 3810 Delverne Road, Baltimore, Maryland.
GEORGE S. GALLATIN 3810 Delverne Road Baltimore, Maryland, and ROBERT E. GALLATIN 1318 Poplar Avenue Arbutus Baltimore, Trustees under the will of Clara E. Gallatin, deceased, for James A. Gallatin.
MABEL LOCKEMAN, Murray Avenue Baltimore, Maryland
KATHERINE R. SMITH 3535 Lindale Avenue Baltimore, Maryland
INEZ V. RIGNEY 3110 Mureco Avenue Baltimore, Maryland
ROBERT E. GALLATIN Individually 1318 Poplar Avenue Arbutus Baltimore, Maryland
JAMES A. GALLATIN Baltimore, Maryland
CONWAY J. POWELL
CHARLES A. POWELL, Addresses unknown

AND all persons having or claiming to have any interest in the hereinafter described properties.

DEFENDANTS

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties sold in fee simple by the Treasurer of Anne Arundel, County as Collector of Taxes for said County and State of Maryland to Isabel Marie Flortey on October 10, 1940; Certificates of Sale having been duly issued, the properties being described on the Treasurer's Tax Roll, as follows:

Third Election District, James A. Gallatin and wife, Lots 13 and 14, Section E, Glen Burnie Heights (40 x 120).

Third Election District, The Clearwater Beach Company, Inc., C/C L. A. Hall, Lots 249, 250, 251, 252, Clearwater Beach. Plat No. 1.

A description, as above, appears on the two Certificates of Tax Sale filed with this proceeding.

The bill states that none of the properties have been redeemed by any party in interest although more than one year and a day from the date of sale of said properties has expired.

IT IS THEREUPON, this 8 day of October, 1951, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, before the 12 day of December, 1951, warning all persons having or claiming to have an interest in said properties to be and appear in this Court by the 12 day of December, 1951, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the plaintiff a title in fee simple, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

N-1

Filed 20 Oct., 1951

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LIBER 79 PAGE 447

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1951

We hereby certify, that the annexed Order of Publication Equity 10,339 Isabel Marie Flarity

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 December, 1951. The first insertion being made the 11th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti Faile

ISABEL MARIE FLORTEY
plaintiff
VS.
THE CLEARWATER BEACH CO., Inc., et al
defendants

*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EQUITY # 10,339

*
*****

PETITION FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OFSAID COURT:

Your petitioner, Lewis A. Hall, one of the defendants in this cause, respectfully represents:

1. That he is the owner of record of the property described in tax sale No. 1325 filed in this cause.

2. That he wishes to redeem the said property in accordance with the provisions of 89-C and 89-D of Article 81 of the Annotated Code of Maryland.

3. That he has conferred with the Counsel for plaintiff in these proceedings and that he has submitted the following itemized costs and expenses in connection with the tax sale and the proceedings to foreclose the equity of redemption of the said property.

To the Collector of Taxes for the County of Anne Arundel, and the State of Maryland:

1948	taxes	plus	interest	$ 7.29
"	"	"	"	14.97
1949	"	"	"	6.90
"	"	"	"	6.33
1950	"	"	"	6.29
"	"	"	"	6.73
1951	"	"	"	6.29
"	"	"	"	5.87
Total taxes				$ 60.67

Filed 2 Jan, 1952.

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To plaintiff:
Reimbursement for expenses in
foreclosure of equity of redemption

Fee for title search	$ 25.00
Pro rata share of cost of Order of Publication	28.00
Pro rata Court costs	10.00
Appearance fee	5.00
Registry of notice to defendant and Clearwater Beach Co.	.70
Notary fee	.50
Total	$ 129.87

4. That he is willing to pay such charges and expenses necessary to redeem said property and has deposited with Tobias C. Phillips the sum necessary to pay such charges and expenses.

WHEREFORE your petitioner prays the Court to fix the amount necessary for such redemption accordingly.

Lewis A. Hall

Lewis A. Hall

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ISABEL MARIE FLORTEY * IN THE CIRCUIT COURT
FOR
VS. ANNE ARUNDEL COUNTY

THE CLEARWATER BEACH CO., Inc. EQUITY #10,339
et al

* * *

CONSENT OF PLAINTIFF

The plaintiff, by her Attorney, Tobias C. Phillips, hereby consents to the Order of Court fixing the amount necessary for redemption, in accordance with said foregoing attached petition.

Tobias C. Phillips
Tobas C. Phillips
Attorney for plaintiff

Filed 2 Jan., 1952.

ORDER OF COURT

Upon the foregoing petition and consent, it is this 2d day of ~~December~~ January, 1952, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the amount necessary to be paid for redemption of the property mentioned in said petition is hereby fixed at $129.87.

Benjamin Michaelson
Judge

Filed 2 Jan., 1952.

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ISABELLE MARIE FLORTEY
(Sometimes known as Marie Flarty) *
5008 Curtis Avenue
Baltimore 26, Maryland *

Vs. *

The Clearwater Beach Co.,Inc et al *

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EUITY NO. 10,339

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO-WIT:

ON THIS 30th day of June 1952, before me, a notary public for the State of Maryland, in and for Anne Arundel County, personally appeared Tobias C. Phillips, who being by me duly sworn upon his oath says:

That he is the Attorney for the Plaintiff, Isabelle Flortey mentioned in the Bill of Complaint.

That before filing the Bill of Complaint in this cause an effort was made to determine whether the defendants were deceased or their whereabouts. That the lasr known place of address of the respective defendants were set forth in the bill of Complaint.

That the only non-resident, defendant, Louis A. Hall, redeemed lots mentioned in certificate No. 1325.

That summons were issued to all the resident Defendants of the State of Maryland. all of whom were served except: Mabel Lockeman, return "NON EST" and Reissued and Return"NON EST" again. James Gallatin and Inez Rigney both of whose returnswere "deceased" NON EST. Information received that no administration of their estates and that their ##### only heirs at law are the other defendants herein not dismissed. Search has been made of the address of Conway J. Powell and Charles A. Powell . None of the defendants know where they live nor whence they have gone.

Affiant further states that according to the Equity, Law and Land Records of Anne Arundel County and the Records of the Register of Wills of said County, title to said properties is still vested in the names of the parties listed as respondants in Equity Cause No. 10,339.

Filed 30 June, 1952

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That affiant knows of no other addresses of the said defendants. Sworn and subscribed to before me the day and the year first above written.

Dorothy L. Bulbick
Notary Public

Tobias C. Phillips
Tobias C. Phillips, Affiant

DOROTHY L. BULBICK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Isabelle Marie Flortey
(Sometimes known as Marie Flarty)
5008 Curtis Avenue
Baltimore 26, Maryland

VS.

The Clearwater Beach Co., Inc.

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* EQUITY NO. 10,339

ORDER OF DISMISSAL

TO THE CLERK OF SAID COURT:

Louis A. Hall, one of the defendants in the above entitled cause, having redeemed the properties mentioned in CERTIFICATE NO. 1325, it is respectfully requested that case be dismissed as to him and The Clearwater Beach Co., Inc from whom he bought the said properties.

Tobias C. Phillips
Tobias C. Phillips, Atty. for Plaintiff

Filed 30 June, 1952.

ISABELLE MARIE FLORTEY * IN THE CIRCUIT COURT
(Sometimes known as Marie Flarity) FOR
5008 Curtis Avenue ANNE ARUNDEL COUNTY
Baltimore 26, Maryland

VS.

THE CLEARWATER BEACH CO., Inc. EQUITY # 10,339
Et al

***

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in The Evening Capital, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the defendants having failed to appear either in person or by solicitor and answer the bill of complaint filed against them,

It is, therefore, this the 30th day of June, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said bill of complaint be and the same is hereby taken pro confesso against the said defendants, George S. Gallatin, executor under the will of Clara E. Gallatin, deceased, George S. Gallatin, individually, George S. Gallatin and Robert E. Gallatin, trustees under the will of Clara E. Gallatin, deceased, for James A. Gallatin, Mabel Lackeman, Katherine R. Smith, Inez V. Rigney, Robert E. Gallatin, James A. Gallatin, Conway J. Powell, Charles A. Powell, and all persons having or claiming to have any interest in the properties described in this suit.

Benjamin Michaelson
JUDGE

Filed 30 June, 1952.

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ISABELLE MARIE FLORTEY * IN THE CIRCUIT COURT
(Sometimes known as Marie Flarity) FOR
5008 Curtis Avenue ANNE ARUNDEL COUNTY
Baltimore 26, Maryland

VS.

THE CLEARWATER BEACH CO., Inc., Equity # 10,339
ET AL

*****

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I and 90-P of the Annotated Code of Maryland (1947 Supplement),

It is thereupon this 4th day of August, 1952, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED:

First: That all rights of redemption of the defendants: George S. Gallatin, Executor under the will of Clara E. Gallatin, deceased; George S. Gallatin, individually; George S. Gallatin and Robert E. Gallatin, trustees under the will of Clara E. Gallatin, deceased, for James A. Gallatin; Mabel Lockeman; Catherine R. Smith; Inez V. Rigney; Robert E. Gallatin; James A. Gallatin; Conway J. Powell, Charles A. Powell; and all persons having or claiming to have any interest in the properties described in Certificate No. 1368 filed herein, or anyone claiming by, from or under them, or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to Marie Flortey on the 10th day of October, 1949, for the non-payment of taxes, be and the same are hereby barred and foreclosed.

Filed 4 Aug., 1952.

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Second: That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and defense occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said sale and public assignments to which the same is subject), is hereby vested in the plaintiff.

Third: Upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to said complainant.

Fourth: The complainant shall pay the costs of these proceedings.

Benjamin Michaelson
JUDGE

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THERESA WAGNER, Davidsonville, RFD, AnneArundel County, Md.	:	No. 9980 Equity
	:	In the
vs.	:	Circuit Court
WILLIAM J. McWILLIAMS, Trustee and Special Attorney for the State Roads Commission of Maryland, 212 Duke of Gloucester St., Annapolis, Maryland.	:	for Anne Arundel County

; ;

BILL OF COMPLAINT

Filed June 14" 1950

To the Honorable, the Judges of said Court:

Your oratrix, humbly complaining, respectfully states:

1.

That there is now pending in this Honorable Court the case of "Robert M. Reindollar, Chairman, etc. vs. Theresa Wagner", No. 1894 Law, it being a condemnation proceeding whereby the State Roads Commission of Maryland seeks to take certain land from your oratrix, which land is necessary in the construction of the Annapolis-Washington Expressway, all of which more fully appears in the record of said case.

2.

That the "taking" is such in No. 1894 Law that the farm of your oratrix is isolated and left without means of access to the Davidsonville Road.

3.

That the State Roads Commission of Maryland, as the Condemnor in said case, No. 1894 Law, did, in paragraph No. 7 of its original petition of condemnation, offer to provide your oratrix with a substitute roadway leading from her farm across the adjacent farm of Louis H. Hall, Jr, to the Davidsonville Road. That your oratrix filed a demurrer to said paragraph No. 7, which said demurrer was sustained on the ground that the State Roads Commission of Maryland could not offer a substitute roadway in lieu of paying pecuniary damages.

4.

That, notwithstanding the Court's sustaining of the de-

murrer above-mentioned, the State Roads Commission of Maryland by its Trustee and Special Attorney, William J. McWilliams, proceeded to acquire the fee simple title to a strip of land leading from the Davidsonville Road across the farm of Louis Hall, Jr., and Anne R. Hall, his wife, to the boundary line of the farm owned by your oratrix, said strip of land being described as 20 feet wide with slope and drainage easements on each side. That said State Roads Commission then constructed a roadway on said strip of land, and by deed dated April 20th, 1950, the said William J. McWilliams, as Trustee, did convey or attempt to convey to your oratrix the fee simple title to said strip of land, said deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 566, folio 482.

5.

That your oratrix has not accepted and will not accept the aforesaid conveyance from William J. McWilliams, Trustee, and has notified the County Commissioners of Anne Arundel County that she is not to be held responsible for the payment of taxes on said 20 foot strip of land.

To the end, therefore,

(1) That this Honorable Court may pass a Decree in the premises declaring to be null and void the deed dated April 20th, 1950, from William J. McWilliams, Trustee, to Theresa Wagner, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 566, folio 482.

(2) That this Honorable Court may Order said deed to be stricken from the Land Records of Anne Arundel County.

(3) That your oratrix may have such other and further relief as the nature of her case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel,
Solicitor for Theresa Wagner,
9-11 School Street,
Annapolis, Maryland.

THERESA WAGNER	*	NO. 9980 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
WILLIAM J. McWILLIAMS	*	ANNE ARUNDEL COUNTY

* * *

ANSWER TO BILL OF COMPLAINT

NOW comes William J. McWilliams, Trustee and Special Attorney for the State Roads Commission of Maryland, respondent, by Hall Hammond, Attorney General, Joseph D. Buscher, Special Assistant Attorney General and William J. McWilliams, Special Attorney, and answering said Bill of Complaint says:

(1) That in answering paragraph 1 your respondent admits the allegations continued therein.

(2) That in answering paragraphs 2, 3, 4 and 5 your respondent denies the allegations therein.

(3) And answering further your respondent avers that the road and entrance referred to in the Bill of Complaint was constructed and conveyed to the petitioner to provide said petitioner with a convenient means of access from her property to Davidsonville Road; that the existence of the road was alleged in the condemnation petition, and such entrance it was further alleged, is not part of the damages due the petitioner, in this case, but that the petitioner by this proceeding seeks to set aside the conveyance of the said road, in an endeavor to enlarge the damages to her property, said enhanced damages being at the expense of the taxpapers of the State of Maryland.

Filed 18 July, 1950.

WHEREFORE, your respondent requests that he be dismissed without cost.

Hall Hammond

Attorney General

Francis D. Murnaghan

Special Assistant Attorney General

Wm. J. McWilliams

Special Attorney

I certify that a copy of the above Answer has been mailed, this eighteenth day of July 1950 to George B. Woelfel, Esq., 9 School St., Annapolis, Md., attorney for the Plaintiff.

Wm. J. McWilliams

William J. McWilliams
Attorney for Defendant

Theresa Wagner,	(	
	(	No. 9980 Equity.
Plaintiff,	(	
vs.	(	In the Circuit Court for
William J. McWilliams, Trustee,	(	Anne Arundel County.
Defendant.	(	

This is a proceeding to have the Court declare to be null and void a deed dated April 20, 1950, executed by William J. McWilliams, Trustee, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 566, folio 482 etc. and purporting to convey unto the plaintiff a fee simple title to a strip of land, twenty feet in width.

The bill of complaint alleges that there is now pending on the law side of this Court, a condemnation proceeding brought by the State Roads Commission of Maryland whereby the Commission seeks to acquire land necessary in the construction of the Annapolis-Washington Expressway, a "denied-access" highway. The effect of the taking is such that the farm is divided and the major portion of the farm is isolated and left without means of access to the Davidsonville Road.

In paragraph No. 7 of the original petition filed on October 29, 1949, the Commission offered to provide the owner with a substitute roadway leading from her farm across the adjacent farm of Louis Hall, Jr. to the Davidsonville Road. That a demurrer to the seventh paragraph was interposed and was sustained, with leave to amend.

It was further alleged that the State Roads Commission proceeded to acquire, through its Trustee and Special Attorney, a fee simple title to a strip of land leading from the Davidsonville Road across the farm of Louis Hall, Jr. and Anna R. Hall, his wife, to the boundary line of the farm of the plaintiff, said strip of land being described as twenty feet in width with slope and drainage easements on each side. That the Commission then constructed a roadway on said strip, and by deed dated April 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 566,

Filed 12 Apr., 1951

folio 482, the defendant Trustee attempted to convey to the plaintiff the fee simple title to said strip.

The defendant answered the bill and by the third paragraph avers that the road and entrance were constructed and conveyed to the plaintiff to provide her "with a convenient means of access from her property to the Davidsonville Road; that the existence of the road was alleged in the condemnation petition, and such entrance, it was further alleged, is not part of the damages due the petitioner in this case, but that the petitioner by this proceeding seeks to set aside the conveyance of the said road, in an endeavor to enlarge the damages to her property, said enhanced damages being at the expense of the tax-payers of the State of Maryland."

Testimony was taken in open Court on April 5, 1951, and the proceedings were argued. The testimony showed that the plaintiff had refused and still refuses to accept the said deed.

The first question which arises in the consideration of this case is: Can a grantee be required to accept a conveyance?

In Houlton v. Houlton, 119 Md. 180, the Court of Appeals said: "The law is well established that acceptance by the grantee is essential to the validity of every deed, and the delivery to be effectual requires an acceptance by the grantee." Leppoc v. Bank, 32 Md. 136; Duer v. James, 42 Md. 492; Renehan v. McAvoy, 116 Md. 356.

"In order to complete the delivery of a deed, whether such delivery is actual or constructive, and to make the instrument operate as a conveyance of title, an acceptance on the part of the grantee is essential. In other words, if the grantee in a deed refuses to accept it, the instrument is not in contemplation of law delivered, although the grantor has done all on his part that is required to consummate delivery, and title does not pass by virtue thereof. Even a deed purely by way of gift and which imposes no obligation on the grantee other than those necessarily incident to ownership of the land requires acceptance to be operative, for an estate cannot be thrust upon a person against his will." 16 Am. Jur. sec. 153, pp. 523, 524. The recording of a deed will not of itself constitute a delivery to the grantee in the absence of an acceptance by him of the instrument. Brown v.

Sweet, 95 Cal. App. 117; 272 P. 614; Gibson v. Dymon, 281 Mich. 137, 274 N.W. 739; Meade v. Robinson, 234 Mich. 322, 208 N.W. 41; Ehlers v. Seip, 136 Neb. 722, 287 N.W. 202, 204; Buszozak v. Wolo, 125 Misc. 546, 211 N.Y.S. 557; Seibert v. Seibert, 379 Ill. 470, 41 N.E. 2d 544, 141 A.L.R. 299; Bianco v. Lay, 313 Mass. 444, 48 N.E. 2d 36; Reina v. Errassarret, _____ Cal. App. _____, 203 P. 2d 72; Garfield v. White, 326 Mass. 20, 92 N.E. 2d 575; Klajbor v. Klajbor, 406 Ill. 513, 94 N.E. 2d 502.

In this case the testimony shows conclusively that the grantee, Theresa Wagner, has refused to accept the deed and the attempted conveyance to her is null and void and the title and estate in and to the parcel of land described in the deed of April 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 566, folio 482 is vested in the grantor. Having reached this conclusion it is not necessary to pass upon the question of the right of the State Roads Commission to use public funds for the purchase of a right of way to be conveyed to an individual.

Chief Judge.

For the reason that there has been no acceptance by Theresa Wagner of the deed of William J. McWilliams, Trustee, bearing date April 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 566, folio 482 etc., it is this twelfth day of April, in the year nineteen hundred and fifty-one, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, adjudged, ordered and decreed that said deed is null and void; and it is further adjudged, ordered and decreed that all the right, title, interest and estate in and to the parcel of land described in said deed is vested in the grantor named therein; and it is further adjudged, ordered and decreed that the costs of these proceedings as taxed by the Clerk of this Court be paid by the defendant.

Chief Judge.

Filed 12 Apr., 1951

LIBER 79 PAGE 463

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
BERTHOLD K. W. SCHNICK AND :
MARY SCHNICK, HIS WIFE :

EQUITY NO. 10,497
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

: : : : : : : :

Mr. Clerk:

Please docket this case and file original mortgage and statement of mortgage debt.

George E. Hullman, Assignee

Filed 9 June, 1932

LIBER 79 PAGE 464

LIBER 480 PAGE 587

VA Form 4-6318a (Home Loan) August 1046. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

MARYLAND

No. 10,497 Equity

MORTGAGE

Purchase Money

THIS MORTGAGE, Made this 22nd day of July, A. D. 19 43, by and between BERTHOLD K. W. SCHNICK and MARY SCHNICK, his wife, - - - - - - - - - - - - - - -

of , in the State of Maryland, hereinafter called the Mortgagor, and ~~a corporation organized and existing under the laws of the State of~~ THE COUNTY TRUST COMPANY OF MARYLAND, ~~having its principal office in the City of~~ Annapolis, Maryland, a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of SEVEN THOUSAND AND TWENTY - - - - - - - - - - - - Dollars ($ 7,020.00), 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 The County Trust Company of Maryland - - - - - - - - - - - - - - - - - - , in Annapolis, - - - - - - - - - - - - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-one - - - - - - - - - - - - - - - - - - Dollars ($51.00), commencing on the first day of September, 19 43, 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, 19 63. 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.

Filed 9 June, 1943.

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 Lots Nos. 365, 366, 367, 368, 369, and 370, as shown on the plat of Magothy Beach, formerly recorded among the land records of Anne Arundel County in Plat Book FSR No. 4, Plat 15, but now recorded in Plat Cabinet No. 1, Rod A-4, Plat 15.

BEING the same lot of ground described in a deed from Magothy Homestead Corporation to the within named Mortgagors, dated of even date herewith, and recorded or intended to be recorded among the land records of Anne Arundel County, prior hereto.

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: All bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, refrigerator, laundry tubs, built in ranges, attic screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing and motors used in connection therewith.

LIBER 79 PAGE 465

To Have and to Hold the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever.

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

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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 , 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; 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.

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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.

LIBER 79 PAGE 467

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

Witness:

George C. Wiedersum
GEORGE C. WIEDERSUM

Berthold K. W. Schnick [SEAL]
Berthold K. W. Schnick

[SEAL]

Mary Schnick [SEAL]
Mary Schnick

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 22nd day of July, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city and state aforesaid, personally appeared BERTHOLD K. W. SCHNICK and MARY SCHNICK, his wife - the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their respective act.

At the same time also personally appeared George E. Rullman, 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

George C. Wiedersum
Notary Public.
GEORGE C. WIEDERSUM

Recorded July 26th. 1948 at 9:50 A.M.

For value received, the County Trust Company of Maryland hereby assigns the within mortgage to George E. Rullman for the purpose of foreclosure.

In witness whereof, the County Trust Company of Maryland has this 6th day of June, 1952, caused these presents to be executed by its Vice President, whose signature is attested by its Assistant Cashier, and its corporate seal affixed.

ATTEST:

D. J. Thompson
D. J. Thompson,
Assistant Cashier

COUNTY TRUST COMPANY OF MARYLAND

By: George E. Rullman
George E. Rullman, Vice President

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KEL

STATE OF MARYLAND

COUNTY MORTAGE

BERTHOLD K. W. SCHNICK AND WIFE
TO
THE COUNTY TRUST COMPANY OF MARYLAND

Received for Record July 26, 1948, at 9:50 o'clock A. M. Same day recorded in Liber No. 480 Folio 587, etc., one of the Mortgage Records of Jaa. County and examined per [illegible] Clerk.

Cost of Records, $10.00

Received for Record 9 Day of June 1952 at 12 M. and the same day recorded in Liber No. 480 Fol. 590, Land Records of Anne Arundel County.
[illegible] Clerk

U. S. GOVERNMENT PRINTING OFFICE

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
BERTHOLD K. W. SCHNICK AND :
MARY SCHNICK, HIS WIFE :

EQUITY NO. 10,497
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

: : : : : : : : :

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$6,241.51
To interest	227.59
Total	$6,469.10

Filed 9 June, 1952.

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

I hereby certify that on this 6th day of June, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared D. J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney, Notary Public

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

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F. 21738 500 9-35 Made in U.S.A.

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MORTGAGEES OR ATTORNEYS BOND. LIBER 79 PAGE 469 No. 10,497 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, - as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand ($7,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this - - - 11th - - - - - day of June, - - - - - - - - - - - -, in the year of our Lord 1952.

WHEREAS, the above bounden George E. Rullman, - - - - - - - - - - - - - - - by virtue of the power contained in a mortgage from Berthold K. W. Schnick and Mary Schnick, his wife, - - - - - - - - - - - - to County Trust Company of Maryland, bearing date the - - 22nd - - day of July, 1948, - and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber J.H.H. No. 480 Folio 537 and - - - - - - - - - is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman - - - - - - - - - has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Janet Schnoor (signature)
Janet Schnoor

George E. Rullman (signature) [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By H. Cookman Hindes (signature)
H. Cookman Hindes
Attorney in fact

Estelle M. Fiedler (signature)
Estelle M. Fiedler

Approved this 18 June, 1952
John H. Hopkins, 3rd, Clerk.

Filed 18 June, 1952

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LIBER 79 PAGE 470

GEORGE W. SCIBLE - - - - - - - - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

REAL ESTATE

SITUATE AT MAGOTHY BEACH, ANNE ARUNDEL COUNTY, MARYLAND, AT THE CORNER OF RIVERSIDE DRIVE AND MAGOTHY BOULEVARD

IMPROVED BY A FRAME BUNGALOW CONTAINING FIVE ROOMS AND BATH, FULL CELLAR, AND HEATING PLANT

Under and by virtue of the power of sale contained in a mortgage from Berthold K. W. Schnick and Mary Schnick, his wife, dated July 22nd, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 480, Folio 587, the undersigned Assignee of said mortgage, default having occurred thereunder, will offer for sale by public auction, at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, July 8th, 1952

AT 11 O'CLOCK, A.M.

the property described in said mortgage, namely:

All those lots known and designated as Lots Numbers 365, 366, 367, 368, 369 and 370, with improvements thereon, as shown on the plat of Magothy Beach, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-4, Plat No. 15.

BEING the same property which was conveyed to the said Berthold K. W. Schnick and Mary Schnick, his wife, by Magothy Homestead Corporation by deed dated July 22nd, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 480, Folio 585.

TERMS OF SALE: A deposit of ten per cent of the highest bid submitted at this sale will be required of the purchaser or purchasers on the day of sale, the balance of the purchase money, with interest thereon at the rate of six per cent per annum to be paid in full upon final ratification of sale. Taxes and public charges to be adjusted to day of sale.

GEORGE E. RULLMAN, Assignee,
Lee Building,
Annapolis, Maryland.

Filed 9 July, 1952.

I hereby certify that I have this 8th day of July, 1952, sold the within described property to the County Trust Company of Maryland, at and for the sum of Five Thousand Seven Hundred Dollars ($5,700.00), it being at the figure the highest bidder thereof, and I further certify that the said sale was fairly made.

AUCTIONEER

We hereby certify that we have this 8th day of July, 1952, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Five Thousand Seven Hundred Dollars ($5,700.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

COUNTY TRUST COMPANY OF MARYLAND

ATTEST:

BY

PURCHASER

Filed 9 July, 1952.

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IN THE MATTER OF THE SALE	:	No. 10,497 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
BERTHOLD K. W. SCHNICK AND	:	for
MARY SCHNICK, HIS WIFE	:	Anne Arundel County

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Assignee of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Berthold K. W. Schnick and Mary Schnick, his wife, dated July 22nd, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 480 folio 587, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee of the said mortgage, which assignment has been duly recorded among the aforesaid Land Records, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, July 8th, 1952, at eleven o'clock A. M., and then and there sold the said property to the County Trust Company of Maryland at and for the sum of Five Thousand Seven Hundred Dollars ($5,700.00), it being then and there the highest bidder therefor, which property is as follows:

> All those lots known and designated as Lots Numbers 365, 366, 367, 368, 369 and 370, with improvements thereon, as shown on the plat of Magothy Beach, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. A, Rod A-4, Plat No. 15. Being the same property which was conveyed to the said Berthold K. W.

9 July, 1952

Filed

10

Schnick and Mary Schnick, his wife, by Magothy Homestead Corporation, by deed dated July 22nd, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 480 folio 585.

And the said Assignee further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent. of the highest bid submitted at this sale will be required of the purchaser or purchasers on the day of sale, the balance of the purchase money, with interest thereon at the rate of six per cent. per annum to be paid in full upon final ratification of sale. Taxes and public charges to be adjusted to day of sale.

Respectfully submitted,

George E. Rullman
ASSIGNEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 9th day of July, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

IN THE MATTER OF THE SALE	:	No. 10,497 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
BERTHOLD K. W. SCHNICK AND	:	for
MARY SCHNICK, HIS WIFE	:	Anne Arundel County

Filed 9 July, 1952

ORDER NISI

ORDERED, this 9 day of July, 1952, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 day of August, 1952, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 18 day of August next.

The Report states the amount of sales to be Five Thousand Seven Hundred Dollars ($5,700.00).

John H. Hopkins 3rd
CLERK

IN THE MATTER OF THE SALE	:	No. 10,497 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
BERTHOLD K. W. SCHNICK AND	:	for
MARY SCHNICK, HIS WIFE	:	Anne Arundel County

Filed 21 Aug, 1952

FINAL ORDER

ORDERED by the Court this 21st day of August, 1952, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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LIBER 79 PAGE 475

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, 19 52

We hereby certify, that the annexed

Order Nisi - Sale

Equity 10497

Berthold K W Schnick

+ wife.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of August, 19 52. The first insertion being made the 12th day of July, 19 52

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10497 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERTHOLD K. W. SCHNICK AND MARY SCHNICK, HIS WIFE.

ORDERED, this 9th day of July, 1952, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of August, 1952, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 18th day of August next.

The Report states the amount of sales to be Five Thousand Seven Hundred Dollars ($5,700.00).

JOHN H. HOPKINS, 3rd., Clerk.

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

a-7

Filed 21 Aug., 1952.

MG-5-237

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Berthold K. W. Schnick
and
Mary Schnick, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,497 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 15th Sept. 1952.

September 8, 1952

All of which is respectfully submitted.

Laura V. Fickling
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Berthold K. W. Schnick and Mary Schnick, his wife

in ac.

To Assignee for Commissions, viz:	201 00	
To Assignee for Fee, viz:	50 00	251 00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	18 75	
Auditor - stating this account	9 00	37 75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25 32	
Capital-Gazette Press - handbills	9 69	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
National Surety Co. - bond premium	28 00	
George W. Scible - auctioneer's fee	25 00	
One-half Federal revenue stamps	3 30	
One-half State revenue stamps	3 30	
Ruby W. Chaney - notary fees	1 00	
Clerk of Court - recording assignment	75	110 36
To County Trust Co. of Maryland, mortgagee-		
this balance on account mortgage claim	5,333 99	5,333 99
		5,733 10
Amount of mortgage claim filed	6,469 10	
Cr. Amount allowed as above	5,333 99	
Balance subject to decree in personam	1,135 11	

with George E. Rullman, Assignee

				Cr.
1952				
July	8	Proceeds of Sale	5,700 00	5,700 00
		Refund 1952 State and County taxes ($68.60 - adjusted)	33 10	33 10
				5,733 10

LIBER 79 PAGE 479

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Berthold K. W. Schnick and Mary Schnick, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,497 Equity.

ORDERED, This 15 day of September, 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 20 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of October next.

John H. Hopkins, 3rd, Clerk

Filed 15 Sept., 1952.

Filed 22 Oct., 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22d day of October, 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 ~~[illegible]~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[illegible]

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7th, 1952

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity number 10,497 Berthold K. W. Schnick 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 Oct, 1952. The first insertion being made the 18th day of Aug, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,497 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of BERTHOLD K. W. SCHNICK And MARY SCHNICK, His Wife.

Ordered, this 15th day of September, 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 20th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of October next.

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

Filed 21 Oct., 1952.

No. M. G. 997

18

IN THE MATTER OF THE SALE	:	No. 10,497 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
BERTHOLD K. W. SCHNICK AND	:	for
MARY SCHNICK, HIS WIFE	:	Anne Arundel County

ASSIGNMENT OF DEFICIENCY RIGHTS

The County Trust Company of Maryland, a body corporate of the State of Maryland, Mortgagee in the above entitled case, hereby assigns all its right, title and interest in and to the above proceedings and any claim of the Mortgagee against the Mortgagors for a right to a decree in the foreclosure for the deficiency as stated in the auditor's account in the amount of One Thousand One Hundred Thirty-five Dollars and Eleven Cents ($1,135.11) and costs to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an Officer of the United States of America, and his successors and assigns, and directs the clerk to enter said proceeding to the use of Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an Officer of the United States of America, and his successors and assigns.

Filed 2 Dec., 1952.

COUNTY TRUST COMPANY OF MARYLAND

By: W. R. Milford, President Forgot Tullmans, Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 1st day of December 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. R. Milford President of the County Trust Company of Maryland, a body corporate of the State of Maryland, and acknowledged the aforegoing order to be the act of said body corporate.

Susie M. Bartley
NOTARY PUBLIC

SUSIE M. BARTLEY NOTARY PUBLIC BALTIMORE CO. MD.

My Commission expires May 4, 1953

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LIBER 79 PAGE 481

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
BERTHOLD K. W. SCHNICK AND :
MARY SCHNICK, HIS WIFE :

NO. 10,497 EQUITY
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

PETITION TO FILE AN AFFIDAVIT THAT THE MORTGAGORS IN THIS CASE WERE NOT IN MILITARY SERVICE AT THE TIME OF THE INSTITUTION OF THE ABOVE MENTIONED FORECLOSURE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of George E. Rullman, the Attorney named in the above mentioned mortgage to make sale of the mortgaged property in the event of default thereunder, respectfully shows unto your Honors:

FIRST: That the mortgage filed in said proceedings being in default, and the Mortgagee having obtained authority from the Veterans' Administration, did institute foreclosure proceedings in accordance with the provisions of said mortgage, and made sale, which was duly ratified by this Honorable Court, and the Auditor's Account was filed and ratified by this Honorable Court, and distribution thereunder made as will appear by reference to this case.

SECOND: That the Veterans' Administration is now demanding that an affidavit be filed stating that the Mortgagors herein were not in military service at the time of the institution of this foreclosure, and your petitioner has prepared an affidavit to this effect which is filed herewith, and prayed to be taken as a part hereof.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order in these proceedings permitting the filing of said affidavit, and that the same be taken nunc pro tunc.

AND, AS IN DUTY BOUND, etc.

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

Filed 5 Jan, 1953.

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ORDER OF COURT

Upon the aforegoing petition, it is thereupon ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 5th day of January, 1953, that George E. Rullman, the Attorney named in the mortgage herein referred to, be and he is hereby permitted and directed to file the affidavit mentioned in these proceedings, and that the affidavit be taken and filed nunc pro tunc.

Benjamin Michaelson

Judge

Filed 5 Jan., 1953.

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IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
BERTHOLD K. W. SCHNICK AND :
MARY SCHNICK, HIS WIFE :

NO. 10,497 EQUITY
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

AFFIDAVIT IN ACCORDANCE WITH ARTICLE 87A OF THE CODE OF PUBLIC GENERAL LAWS OF MARYLAND (FLACK 1951)

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

I hereby certify that on this 2nd day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier of the County Trust Company of Maryland, a body corporate of the State of Maryland, and made oath in due form of law that the said Berthold K. W. Schnick and Mary Schnick, his wife, the Mortgagors in the above entitled case, were not in military service at the time of the institution of this foreclosure, and were at that time employed in a civilian capacity; and, further, that the said Dennis J. Thompson was authorized and empowered to make this affidavit.

Witness my hand and Notarial Seal,

Filed 6 Jan, 1953

JANET SCHNOOR NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Janet Schnoor
Janet Schnoor, Notary Public

22

NAOMI D. WARD, widow	*	NO. 10,514 EQUITY
MILDRED R. TAUDTE and JAMES H. TAUDTE, her husband Severn, Maryland	*	IN THE
H. BENJAMIN WARD and ELNA C. WARD, his wife Millersville, Maryland	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CHARLES H. DOING Relay, Baltimore 27, Maryland	*	
NAOMI M. WARD, single Spring Grove State Hospital Catonsville, Maryland	*	

Filed 1 July, 1952.

****

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Naomi D. Ward, widow; Mildred R. Taudte and James H. Taudte, her husband; H. Benjamin Ward and Elna C. Ward, his wife, complaining, shows unto your Honors:

1. That Charles A. Ward, late of Anne Arundel County, Maryland, died on March 28, 1949, intestate, seized and possessed of certain real estate in the Fourth Election District of Anne Arundel County, Maryland, consisting of about 35 acres, more or less, improved by a two-story frame dwelling, stable and chicken house, all in poor condition, said property having been conveyed to him by Thomas W. Upton and wife by deed dated January 26, 1899 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 12 folio 277. The original deed is filed herewith, marked "Complainants Exhibit A," and is prayed to be taken as a part hereof.

2. That upon the death of the said Charles A. Ward, the title to said property became vested in his widow and children, to wit:

Naomi D. Ward, widow of the said Charles A. Ward
Naomi M. Ward, daughter, single, an incompetent, but unadjudicated.
H. Benjamin Ward, son, whose wife is Elna C. Ward
Mildred R. Taudte, daughter, whose husband is

James H. Taudte.

3. That the said Naomi D. Ward, widow, for herself and Naomi M. Ward, who is an unadjudicated incompetent, and the other heirs of Charles A. Ward have agreed to convey to the defendant, Charles H. Doing, the property heretofore described for the sum of Twenty-five hundred dollars ($2500.00), which the complainants are advised and do aver is a fair and reasonable price and that it would be for the best interest and advantage of the said incompetent defendant and the other parties holding an interest in the said property, that said agreement be ratified and confirmed. The contract is filed herewith marked "Complainants' Exhibit B" and is prayed to be taken as a part hereof.

4. That said real estate cannot be divided between the parties in interest without loss or injury to their interest and a sale thereof is necessary and to the best interest and advantage of all the parties, but none can be had because of the incompetence of the defendant, Naomi M. Ward, as aforesaid.

5. That the estate of Charles A. Ward has been fully administered on in the Orphans Court for Anne Arundel County and all claims thereon paid.

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 agreement to sell said property to Charles H. Doing be ratified and confirmed by this Court and a Trustee be appointed for the purpose of consummating the same and transferring the estate of said incompetent, Naomi M. Ward, and of the other parties in interest to said Charles H. Doing.

3. That your Complainants may have such other and further relief as their case may require.

May it please your Honors to grant unto the Complainants the Writ of Subpoena, directed to Naomi M. Ward, single,

an incompetent, Spring Grove State Hospital, Catonsville, Maryland, and Charles H. Doing, Relay, Baltimore 27, Maryland, commanding and directing them and each of them, on some day to be named therein to appear in this Court to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Marvin L. Anderson
Solicitor for Complainants

J. H. MEDAIRY & Co.
No. 5 N. Howard St.
BALTIMORE.

This deed made this twenty sixth day of January in the year Eighteen hundred and ninety nine by Thomas W. Upton and Anna I. Upton his wife of Anne Arundel County in the State of Maryland. Witnesseth that the said Thomas W Upton and Anna I. Upton his wife for and in consideration of the sum of four hundred dollars the receipt whereof is hereby acknowledged do hereby grant and convey in fee simple unto Charles A. Ward of Washington City in the Dist. of Columbia all those two lots or parcels of land situated and lying in the fourth Election district of Anne Arundel County in the State of Maryland and described as follows - The first lot or parcel thereof being all that tract of land which was devised to Amelia Upton by the last will and testament of her Mother Annie Gray deceased, containing twenty five acres of land more or less and known as a part of a tract of land called "Partnership" said will being recorded in Liber B.E.G. No 1 folio 267 in the office of the Register of Wills for Anne Arundel County - The second parcel or lot being all that tract of land which is described in a deed from Mary E Woodward to Theodore W. Upton, containing ten acres of land more or less, called "Hickory Ridge" or by whatsoever name or names the same may be called or known said deed being recorded among the land records

Filed 1 July, 1952
Re-filed 8 Aug, 1952

10,514 Eq
Ward & Doing
4 Examiner's Exh. 1. E Klawens Examiner Complainants Exhibit "A."

of Anne Arundel County aforesaid in Liber S.H. No 7 folio 206 &c

The above described two lots or parcels of land being the same property that was conveyed by Rruner R Anderson assignee to said Thomas W. Upton by deed bearing date on or about the 22nd day of May in the year 1894 and recorded in Liber S.H. No 47 folio 130 one of the land record books for Anne Arundel county

Together with the improvements thereon and the rights and appurtenances thereunto belonging or in anywise appertaining

To Have and to Hold the above described two lots or parcels of land and premises unto him the said Charles A. Ward his heirs and assigns forever. And the said grantors covenant that they will warrant specially the property hereby conveyed and above described and that they will execute such further assurances as may be requisite

Witness the hands and seals of said grantors

Test Thomas W. Upton Seal

A R Harman Anna I. Upton Seal

State of Maryland Anne Arundel County Set

I hereby certify that on this 26th day of January in the year Eighteen hundred and ninety nine before the subscriber a justice of the peace of said State in and for Anne

5

Arundel County aforesaid personally appeared Thomas W. Upton and Anna Idella Upton his wife and severally acknowledged the foregoing deed to be their respective act and deed

A. R. Harman J.P.

LIBER 79 PAGE 490

Exd Deed in fee
Thomas W. Upton & wife
to
Swann
Charles A. Ward

Recvd for Record
21st February 1899 at
10 o'clk A.M. same
day recorded in Liber
G.W.C. No 12 folios 279 &c
Land Records of Anne
Arundel County
Geo Wells, Clk

Complainants Exhibit A

$1.25
Paid

CONTRACT OF SALE—Form 19. LIBER 79 PAGE 491

THIS AGREEMENT, Made this 11th day of June

nineteen hundred and fifty-two, between Naomi D. Ward, widow, for herself and Naomi M. Ward, single, an Incompetent; H. Benjamin Ward and Elna C. Ward, his wife; Mildred R. Taudte and James H. Taudte, her husband,

of the first part and Charles H. Doing
Relay
Baltimore 27, Maryland

of the second part.

Witnesseth, that the said partiesof the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Fourth Election District of Anne Arundel County, containing about 35 acres and being the same two parcels of ground conveyed to Charles A. Ward by Thomas W. Upton and wife by deed dated January 26, 1899, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 12 folio 277.

Filed 1 July 1952.

At and for the price of Twenty-five hundred..... Dollars,

of which Two hundred and fifty..... Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon ratification of the sale by the Circuit Court for Anne Arundel County.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and rent to be adjusted to date of transfer; stamp taxes to be paid one-half by each party, subject to the rights of the Lessee, Lawrence J. Stadler, under Lease of February 23, 1951.

Naomi D. Ward (SEAL)
Naomi D. Ward, widow, for herself and
Naomi M. Ward, single, an incompetent

Witness our hands and seals.

TEST:

H. Benjamin Ward (SEAL)
H. Benjamin Ward

Elna C. Ward [SEAL]
Elna C. Ward

Mildred R. Taudte [SEAL]
Mildred R. Taudte

James H. Taudte [SEAL]
James H. Taudte

Chas. H. Doing [SEAL]

10,514 Eq.

Complainants Exhibit "B" Examiner's Exhibit Examiner

Naomi D. Ward, widow,	*	No. 10,514 Equity
Mildred R. Taudte and James H. Taudte, her husband, Severn, Maryland,	*	In the Circuit Court for Anne Arundel County
H. Benjamin Ward and Elna C. Ward, his wife, Millersville, Maryland,	*	
vs.	*	
Charles H. Doing, Relay, Baltimore 27, Maryland,	*	
Naomi M. Ward, single, Spring Grove State Hospital, Catonsville, Maryland.	*	

* * * * * * * * *

ANSWER TO BILL OF COLPLAINT

Filed 1 July, 1952.

To the Honorable, the Judges of said Court:

The answer of Charles H. Doing, one of the defendants in the above entitled cause to the bill of complaint against him exhibited, respectfully shows:

1. That he admits all of the allegations in each and every paragraph of said bill.

And having fully answered said bill of complaint he prays to be hence dismissed.

Charles H. Doing
Defendant.

9

NAOMI D. WARD, widow, et al	:	NO. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
CHARLES H. DOING and NAOMI M. WARD, single	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

Filed 23 July, 1952.

PETITION FOR THE APPOINTMENT OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Naomi D. Ward respectfully represents:

That Naomi M. Ward, Defendant in this cause, has been duly summoned, but being incompetent and having no committee appointed by any court of this State cannot answer and defend the suit against her.

Your petitioner, therefore, prays your Honors to appoint a Guardian Ad Litem to answer for said incompetent defendant.

And as in duty bound, etc.

Solicitor for Complainants

Filed 23 July, 1952.

ORDER OF COURT

ORDERED this 2nd day of July, 1952, by the Circuit Court for Anne Arundel County, upon the aforegoing Petition, that Myrtle Sturm be and she is hereby appointed Guardian Ad Litem to appear and answer for the said Naomi M. Ward, incompetent, in the above cause.

Judge

NAOMI D. WARD, widow, et al	:	NO. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
CHARLES H. DOING and NAOMI M. WARD, single	:	ANNE ARUNDEL COUNTY

Filed 22nd July, 1952.

ANSWER OF GUARDIAN AD LITEM

The Answer of Naomi M. Ward, incompetent, by Myrtle Sturm, Guardian ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Naomi D. Ward, et al, against her in this cause exhibited, respectfully shows:

This Defendant, being incompetent, cannot admit any of the matters and things in said Bill alleged, and submits her rights thereunder to the protection of the Court.

Myrtle Sturm
Guardian Ad Litem

//

NAOMI D. WARD, WIDOW, MILDRED E. TAUDTE, and JAMES H. TAUDTE, her husb.,et al.	:	IN
	:	THE CIRCUIT COURT
PLAINTIFFS,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES H. DOING and NAOMI M. WARD, single,	:	No. 10,514 Equity
	:	
DEFENDANTS.		

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

TESTIMONY

July 25, 1952

Filed 8 Aug., 1952.

Present:

Mr. Marvin I. Anderson, Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

H. Benjamin Ward, pages 2, 3, 4.

Henry C. Wigley, pages 4, 5.

Earl D. Cook, pages 6.

12

H. Benjamin Ward, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Your name is H. Benjamin Ward?

A. Yes.

2. You are the son of Charles A. Ward and Naomi D. Ward?

A. Yes.

3. Is your father living or deceased?

A. Deceased.

4. When did he die?

A. March 28, 1949.

5. Did he leave a Will?

A. No.

6. Did he own any real estate at the time of his death?

A. Yes.

7. Will you describe it?

A. 35 acres of land, house and barn, five miles from Glen Burnie and five miles from Odenton at Severn, Maryland.

8. Is that the property conveyed to him by Thomas W. Upton and wife on January 26, 1899 by deed recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 277 and filed in these proceedings as Complainants' Exhibit "A"?

A. Yes it is. (DEED FILED AS COMPLAINANTS' EX. "A" MARKED EXAMINER'S EX. 1)

9. Has his estate been administered upon?

A. Yes.

10. Who was the administrator?

A. I was.

11. Has his estate been fully administered and closed?

A. Yes.

12. Were any claims filed against his estate that have not been paid?

A. No claims were filed and I paid the funeral bill and expenses of administration.

13

13. Who are the heirs of Charles A. Ward?

A. My mother, Naomi D. Ward, who is the widow of Charles A. Ward, Naomi M. Ward, who is single, Mildred L. Taudte, Daughter, whose husband is James H. Taudte, and myself, H. Benjamin Ward, and my wife is Elna C. Ward.

14. Where is Naomi M. Ward?

A. At Spring Grove State Hospital.

15. How long has she been there?

A. Since 1944.

(PHYSICIANS' CERTIFICATE OF DR. ARNOLD H. EICHERT AND DR. JOHN P. RISLEY PERTAINING TO INCOMPETENCY OF NAOMI M. WARD FILED AS EXAMINER'S EXHIBITS 2 and 3)

16. Have you and the other heirs agreed to sell the property?

A. Yes.

17. You have entered into a contract with Mr. Charles H. Doing, is that right?

A. Yes.

18. What is the price offered for the property?

A. $2500.00.

19. Do you and the other heirs desire the Court to ratify and approve that sale?

A. That's right.

20. In your opinion is the price offered fair and reasonable?

A. Yes I think it is.

(CONTRACT OF SALE FILED AS COMPLAINANTS' EX. "B" MARKED EXAMINER'S EX. 4)

21. Can the property be divided among the parties in interest without loss or injury?

A. No.

22. Why not?

A. Because it is growing up and it is right far off of the road; it would be hard to divide it up.

23. Are there any improvements on the land?

A. A house, stable and barn.

24. What kind of shape is the house in?

A. Very poor shape.

25. What about the other buildings?

A. Not so good.

14

26. Can the property be divided in kind without loss or injury to the parties in interest?

A. No, it is pretty well grown up and hilly in parts and it doesn't front on any public road.

27. Do you think it is for the best interest and advantage of the incompetent that this property be sold?

A. Yes, it is laying there idle and grown up and producing no income since last March.

(Mr. Klawans)

To the General question under the rule, the witness answers "No".

H. Benjamin Ward
H. Benjamin Ward

******

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

(Mr. Anderson)

1. What is your name and address?

A. Henry C. Wigley, Millersville, Md.

2. Did you know Charles A. Ward?

A. Very well.

3. Do you know who his heirs are?

A. Mrs. Naomi D. Ward, his widow, Naomi M. Ward, daughter, Mildred Taudte, daughter, and H. Benjamin Ward, son.

4. Is that all?

A. Yes.

5. Are they all of age?

A. Yes.

6. Do you know where Naomi M. Ward is at the present time?

A. Spring Grove.

7. She has been there for sometime?

A. Yes.

8. Is she single?

A. Yes.

15

9. What real estate did Charles A. Ward die seized and possessed of?

A. He had this little farm back in Severn; I have known the place for 50 years and it hasn't improved much in 50 years; it is in pretty bad condition now.

10. What does it consist of?

A. It consists of about 35 acres mostly grown up now.

11. What condition is the dwelling, stable and chicken house in?

A. Very poor when I was on it about a year ago.

12. Are you familiar with values of property in that community?

A. Yes.

13. How long have you lived in that community?

A. All my life.

14. You have bought and sold property in that community?

A. Yes.

15. What, in your opinion, is a fair market value of the Ward property at the present time?

A. I would say $2500.00 at the present time is a fair price for it in the condition it is in.

16. Can the property be divided in kind between the parties in interest?

A. No.

17. What do you think is the best thing to do with the place?

A. The best thing to do is to sell it.

18. Do you feel the contract made by them with Mr. Charles H. Doing is fair and reasonable and to the advantage of the incompetent?

A. I do.

19. Did Mr. Ward ever have any other children other than the ones you have mentioned?

A. No.

(Mr. Klawans)

To the General question under the rule, the witness answers "NO".

Henry C. Wigley

16

Earl D. Cook, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. What is your name and address?

A. Earl D. Cook, Crownsville Post Office, Maryland.

2. Did you know Charles A. Ward in his lifetime?

A. No.

3. Do you know the Ward family?

A. Yes.

4. Do you know where the property of Charles A. Ward is located?

A. Yes, I have been there several times.

5. How long have you known that property?

A. I would say six years.

6. Are you familiar with the values of real estate in that vicinity?

A. Yes.

7. What, in your opihion is a fair value of the Ward Farm?

A. I think $2500 would be a very good price.

8. What condition is it in now?

A. I was there six months ago with a man who was interested in buying a small piece of land back off the road. When I drove up to the house the first time in a few years, I was shocked seeing the shape the buildings were in. The fields were all grown up, the condition around the buildings was terrible.

9. Isn't it a fact that it is back a considerable distance from any public road?

A. It is close to a mile back.

10. Is it on level land?

A. The house sets on a high hill; it is doubtful if you could get up there now; it is soft land.

11. What do you think is the best thing to do?

A. The best thing possible for them to do is to sell it as soon as they can find a buyer to buy it and I think $2500 is a good price for it.

12. Do you think it would be to the advantage of the incompetent to sell it?

A. I certainly do.

(Mr. Klawans)

To the General Question under the rule, the witness answers "No".

Earl D Cook

Earl D. Cook

17

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiffs' Solicitor is returned to the Court.

Witness my hand and seal this 8th day of August, 1952.

Emanuel J. Cowan (SEAL)
Examiner

E.K. $10.00
K.H.McC. $6.00

LIBER 79 PAGE 502

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 9th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Arnold H. Eichert, M. D. who made oath in due form of law that he is and has been for the past 12 years ~~an attending~~ neuropsychiatrist ~~at~~ in the ~~Spring Grove~~ State ~~Hospital, Catonsville~~ of, Maryland; that Naomi Ward was admitted as a patient in the Spring Grove State Hospital on the 25th day of May, 1944, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Naomi Ward from time to time, his last examination being on July 8, 1952, that from the opportunity afforded him of observing the said Naomi Ward, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is unknown;

that the nature of such mental disability is Schizophrenia;

that the extent and probable duration of the incompetency of the said Naomi Ward is complete and permanent.

He is further of the opinion that it would be seriously detrimental to the said Naomi Ward, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Arnold H. Eichert, M.D.
Arnold H. Eichert, M.D. AFFIANT

Sworn to before me this 9th day of July, 1952.

B. Compton Graham
B. Compton Graham NOTARY PUBLIC
My commission expires May 4th, 1953

10,514 Eq
Ward v Doeng
Examiner's Exh 2
E Kaewans Examiner

Filed 8 Aug, 1952

19

LIBER 79 PAGE 503

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 9th day of July, 19 52, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared John P. Risley, M.D. who made oath in due form of law that he is and has been for the past 2 years ~~attending~~ neuropsychiatrist ~~at~~ in the ~~Spring Grove~~ State ~~Hospital, Catonsville~~ of Maryland; that Naomi Ward was admitted as a patient in the Spring Grove State Hospital on the 25th day of May, 19 44, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Naomi Ward from time to time, his last examination being on July 8, 1952, that from the opportunity afforded him of observing the said Naomi Ward, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is unknown; that the nature of such mental disability is schizophrenia;

that the extent and probable duration of the incompetency of the said Naomi Ward is complete and permanent.

He is further of the opinion that it would be seriously detrimental to the said Naomi Ward, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

John P. Risley, M.D.
John P. Risley, M.D. AFFIANT

Sworn to before me this 9th day of July, 1952.

B. Compton Graham NOTARY PUBLIC
My commission expires May 4th, 1953

Filed 8 Aug. 1952.

10,514 Eq.
Ward - Doing
Examiner's Eq. 3
Exhibits Examiner

NAOMI D. WARD, widow, et al	:	NO. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
CHARLES H. DOING and NAOMI M. WARD, single	:	ANNE ARUNDEL COUNTY
	:	

WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent, Naomi M. Ward, by Myrtle Sturm, Guardian ad Litem, and Marvin I. Anderson, Solicitor for Complainants, hereby waives the 41st Equity rule and submits the case to the Court for Decree.

Myrtle C. Sturm
Guardian Ad Litem

Marvin I. Anderson
Solicitor for Complainants

Filed 9 Aug., 1952.

NAOMI D. WARD, widow, et al	:	NO. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
CHARLES H. DOING and NAOMI M. WARD, single	:	ANNE ARUNDEL COUNTY
	:	

WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent, Charles H. Doing, hereby waives the 41st Equity rule and submits the case to the Court for Decree without the taking of any further testimony.

Charles H. Doing
Respondent

Filed 9 Aug., 1952.

NAOMI D. WARD, widow, et al	:	NO. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
CHARLES H. DOING and NAOMI M. WARD, single	:	ANNE ARUNDEL COUNTY
	:	

: : : : : : :

D E C R E E

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony and all the proceedings having been read and considered, and there being filed in this case an agreement on behalf of all parties in interest for the immediate passage of a decree and it appearing to the Court that the Petition or Bill filed herein is that of Naomi D. Ward, et al, the widow and children of Charles A. Ward, with the exception of Naomi M. Ward, who is incompetent; and that the incompetent, defendant, Naomi M. Ward, has been duly summoned and has appeared in these proceedings and has answered by her Guardian ad Litem duly appointed by this Court; and it further appearing to the Court by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who state in their depositions, the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of the said incompetent defendant, that a decree of 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 incompetent defendant 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 Naomi D. Ward, et al and Charles H. Doing, filed with the Bill in this case, marked "Complainants' Exhibit B" and

Filed 9 Aug., 1952.

that the said property would not be susceptible of division in kind nor or hereafter among those in title.

NOW THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED this 9th day of August, 1952, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and described in these proceedings aforesaid, and described in said Agreement of Sale and Purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is hereby further ADJUDGED, ORDERED AND DECREED that the aforesaid Agreement of Sale and Purchase dated the 11th day of June, 1952, made by and between Naomi D. Ward, et al and Charles H. Doing, be and the same is hereby ratified, confirmed and approved; and that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchaser, Charles H. Doing, 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 Charles H. Doing, his heirs and assigns, the aforesaid property and land, free, clear and discharged from all claims of the parties hereto, both plaintiffs and defendants, and those claiming by, through, from or under them or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same, the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting therefrom, the Court cost of these proceedings and such fee and commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee; and the said Marvin I. Anderson, Trustee aforesaid, is hereby required to file in this Court a bond with surety in the penalty of Twenty-five hundred ($2500.00) Dollars, to be approved by the Court or the Clerk thereof.

Benjamin Richardson
Judge

NAOMI D. WARD, widow et al	:	NO. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
CHARLES H. DOING and NAOMI M. WARD, single	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

Filed 12 Aug., 1952.

B O N D

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 twenty-five hundred dollars ($2500.00) 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, Succesors, and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this twelfth day of August 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 virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated the ninth day of August, nineteen hundred and fifty-two, mentioned in the proceedings in the case of Naomi D. Ward, widow, et al Vs. Charles H. Doing and Naomi M. Ward, single; Known as No. 10,514 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson 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, sealed and delivered in the presence of

Catherine N. Botts

Marvin I. Anderson (SEAL)

NATIONAL SURETY CORPORATION (SEAL)

Marvin I. Anderson

approved this 12 August, 1952.
John H. Hopkins, 3rd, Clerk.

NAOMI D. WARD, widow, et al	:	NO. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
CHARLES H. DOING and NAOMI M. WARD, single	:	FOR
	:	ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson, Trustee, duly appointed by the Decree of this Court dated August 9, 1952, in the above entitled case, to convey the property in these proceedings to Charles H. Doing, the purchaser, respectfully shows unto your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated August 9, 1952, appointing him Trustee to convey the property to the purchaser mentioned in these proceedings, the said Marvin I. Anderson, Trustee, duly filed his bond in the penalty of Twenty-five hundred ($2500.00)Dollars, conditioned for the faithful performance of the duties imposed upon him as such Trustee with the National Surety Corporation as surety thereon, in these proceedings.

2. That on the 19th day of August, 1952, the said Marvin I. Anderson, Trustee, duly executed and acknowledged and delivered to Charles H. Doing, a deed conveying to him, the purchaser, the property in these proceedings mentioned, and described in the Agreement of Sale and Purchase filed in these proceedings, and to his heirs and assigns, free and clear and discharged from all claims of the parties hereto, both plaintiffs and defendants and those claiming by, through, from or under them or any of them, in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Marvin I. Anderson, Trustee, first having received the whole purchase money, to wit, Twenty-five hundred ($2500.00) Dollars, together with the accrued

Filed 21 Aug. 1952.

taxes, said whole amount of the purchase price having been paid, the said Marvin I. Anderson, Trustee, paid Two Dollars and seventy-five cents for one-half of the stamps on the deed, leaving a balance in his hands of $2506.61, subject to costs and other expenses and commissions, for distribution among those entitled.

3. That the said Marvin I. Anderson, Trustee, in compliance with the decree of this Court aforesaid, now brings into this Court the money arising from the sale aforesaid, to wit, the sum of $2506.61 to be distributed among the heirs at law of Charles A. Ward and the incompetent, defendant herein, Naomi M. Ward, after deducting therefrom the costs of these proceedings, expenses, fee and such commissions as may be allowed the said Trustee by this Court, in consideration of the performance of his duties as such Trustee.

WHEREFORE, the said Marvin I. Anderson, Trustee, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an Account herein, accordingly, so that the said Trustee may pay out and distribute the said purchase money in his hands under the direction of this Court.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor and Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20 day of [illegible] 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and things stated in the above Report are true as therein stated.

As Witness my hand and seal Notarial.

[illegible]
Notary Public

LIBER 79 PAGE 510

ORDER OF COURT

On the above Report and Affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 22nd day of August, 1952, that the papers in these proceedings be and they are hereby referred to the Auditor of this Court to state an Account herein distributing the purchase money, to wit: Twenty-five hundred ($2500.00) Dollars among the heirs at law of Charles A. Ward and the incompetent defendant, Naomi M. Ward, as their interests may appear, after deducting therefrom the costs of these proceedings in this Court, expenses and the usual commissions and fee which are hereby allowed the Trustee appointed by this Court in consideration of the performance of his duties as such Trustee.

Benjamin Michaelson
JUDGE

Filed 22 Aug., 1952.

In the Case of

Naomi D. Ward,
Widow, et al
vs.
Charles H. Doing
and
Naomi M. Ward, Single

In the

Circuit Court

For

Anne Arundel County

No. 10,514 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 Sept., 1952

August 29, 1952

All of which is respectfully submitted.

Anna K. Hopkins
Auditor.

Dr. Naomi D. Ward, Widow, et al, vs. Charles H. Doing and Naomi M. Ward, Single — in ac.

To Trustee for Commissions, viz:	107 50	
To Trustee for Fee (Order 8/22/52), viz:	200 00	307 50
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 50	
Gilbert G. Miller - Sheriff's costs	1 90	
Myrtle Sturm - Guardian ad Litem 's fee	4 00	
Emanuel Klawans - Examiner's fee	10 00	
Katharine H. McCutchan - Stenographer	6 00	
Auditor - stating this account	13 50	
		73 90
To Trustee for Expenses, viz:		
Capital-Gazette Press - order nisi (acct)	6 00	
National Surety Corp. - bond premium	10 00	
One-half Federal revenue stamps	1 38	
One-half State revenue stamps	1 37	
Myrtle Sturm - notary fee	50	
		19 25
Balance for Distribution $2,108.71		
Distributed to heirs at law of Charles A. Ward, viz:		
Naomi D. Ward, Widow - one-third	702 90	
Naomi M. Ward, daughter - two-ninths	468 60	
H. Benjamin Ward, son - two-ninths	468 60	
Mildred R. Taudte, daughter - two ninths	461 61	2,108 71
		2,509 36

with Marvin I. Anderson, Trustee

				Cr.
1952				
Aug.	9	Proceeds of Sale (Contract dated 6/11/52)	2,500 00	2,500 00
		Refund 1952 State and County taxes ($24.96 adjusted)	9 36	9 36
				2,509 36

LIBER 79 PAGE 514

ORDER NISI

Naomi D. Ward,

Widow, et al

VERSUS

Charles H. Doing

and

Naomi M. Ward, Single

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,514 Equity.

Filed 15 Oct, 1952. Filed 3 Sept, 1952.

ORDERED, This 3 day of September, 19 54, 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 14 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of October next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of October, 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

Filed Oct. 15, 1952

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,514 Equity

NAOMI D. WARD, Widower, et al
versus
CHARLES H. DOING and NAOMI M. WARD, Single.

Ordered, this 3 day of September, 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 14 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of October next.

JOHN H. HOPKINS, 3rd, Clerk.

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDEN OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 30th 1952

We hereby certify, that the annexed

Order Nisi - Auditors

Equity Number 10,514

Naomi D. Ward

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 14 day of Oct, 1952 The first insertion being made the 11 day of Sept, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

MG - 1997

NAOMI D. WARD, widow, et al	:	No. 10,514 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
CHARLES H. DOING and NAOMI M. WARD, single	:	ANNE ARUNDEL COUNTY

Petition to deposit funds of Naomi M. Ward, Incompetent, and Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, Trustee, respectfully shows:

That he has in hands as Trustee in No. 10,514 Equity the sum of $468.60 distributed to Naomi M. Ward as shown by the Auditor's Account filed in said proceedings.

That the said Naomi M. Ward is an incompetent and a patient at Spring Grove State Hospital, and that no legal Guardian has been appointed for said Naomi M. Ward.

That the following bills were incurred against the interest of said Naomi M. Ward:

To	B. Compton Graham, Notary Public	$.50
"	Dr. John P. Risley, Spring Grove State Hospital	5.00
"	Dr. Arnold Eichert, Spring Grove State Hospital	5.00

That your petitioner prays the Court to pass an order authorizing the Trustee to pay the above items out of the funds in his hands belonging to the said Incompetent and deposit the balance of $458.10 in the name of Naomi M. Ward, Incompetent, subject to the further order the Circuit Court for Anne Arundel County, in a savings account in the Farmers National Bank of Annapolis, Anne Arundel County, Maryland.

Marvin I. Anderson
Petitioner

State of Maryland, Anne Arundel County To Wit:

I hereby certify that on this 14th day of November in the year 1952, before me, the subscriber, a Notary Public of

the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial,

Notary Public

ORDER OF COURT

Upon the aforegoing petition of Marvin I. Anderson, Trustee, it is thereupon this 15th day of November, 1952, by the Circuit Court for Anne Arundel County in Equity, ordered that Marvin I. Anderson, Trustee, in the above entitled case pay the items set forth in his petition out of the funds in his hands belonging to Naomi M. Ward, Incompetent and deposit the balance of $458.10 in a Savings Account in the Farmers National Bank of Annapolis in the name of Naomi M. Ward, Incompetent, subject to the further order of the Circuit Court for Anne Arundel County.

Judge

Filed 15 Nov., 1952.

No. 10,615 Equity.

IN THE MATTER OF	:	IN THE
SALVATORE D'ANGELO	:	CIRCUIT COURT
	:	OF BALTIMORE CITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Adelina D'Angelo, wife of said Salvatore D'Angelo, respectfully shows as follows:

1. That the said Salvatore D'Angelo was born on the 25th of September, 1883, and is now forty years of age, and that your Petitioner is the wife of said Salvatore D'Angelo.

2. That your Petitioner and the said Salvatore D'Angelo were married on December 10th, 1905, and that your Petitioner has now living of the said marriage the following children, whose ages are also listed below:

Filed 10 Nov., 1932.

Joseph Arthor D'Angelo	17 years
Sam Emanuel D'Angelo	15 years
Marie Conception D'Angelo	13 years
Philip Henry D'Angelo	11 years
Victor Umbert D'Angelo	7 years
Vincent James D'Angelo	4 years
Gertrude Lucia D'Angelo	2 years
Anthony D'Angelo	4 months.

3. That said Salvatore D'Angelo is now in the Spring Grove State Hospital, near Catonsville, Maryland, where he has been confined for about two months following threats to kill your Petitioner and her said children, and that your Petitioner and her said children are now living in Baltimore City at 1704 W. Baltimore Street.

4. That the said Salvatore D'Angelo is suffering from delusions, and has made threats against the life of your Petitioner and the lives of her children, and that your Petitioner believes he is incapable of governing himself, and is incapable of managing his property, and she files herewith and prays that the same may be taken as a part hereof certificates to this effect signed by Dr. J. Percy Wade, Superintendent of the Spring Grove State Hospital, and Dr. Charles G. Hill.

5. That the said Salvatore D'Angelo owns a small estate consisting of a cash balance on deposit with the Drovers and Mechanic's National Bank, of less than $100.00, and certain possible interests in live insurance payable upon establishment of permanent disability; that said Salvatore D'Angelo also owns a leasehold estate in the premises, 108 E. Hayward Avenue, Baltimore City, the same being conveyed to him by deed dated November 21, 1922 from Herman E. Schapiro, recorded Liber S.C.L. 3936, folio 509, the same being subject to an annual ground rent of $75.00 and a mortgage of $2204.80. He also owns a small shoe repairing business.

6. That your Petitioner and the said Salvatore D'Angelo also own as tenants by the entireties a leasehold interest in the premises, 1704 W. Baltimore Street, the same being conveyed to them by deed of Joseph A. Ambrose dated January 16, 1918 recorded in Liber S.C.L. 3181, folio 333, subject to an annual ground rent of $40.00, and a fee simple interest in certain lots at Glenburnie, Anne Arundel County, Maryland conveyed, to them by deed of Arnold Engelman and wife dated July 1, 1920 recorded among the Land Records of Anne Arundel County in Liber W.N.W. 32, folio 370.

7. That in order to manage the said properties and to collect the income from the same, and to provide for the support of your Petitioner and her said children, your Petitioner believes that it would be for the best interest of the said Salvatore D'Angelo that this Honorable Court should appoint a Committee or Guardian for him, and that it would be harmful to the said Salvatore D'Angelo to have him brought before a Sheriff's Jury.

WHEREFORE your Petitioner prays this Honorable Court to pass an order for a writ de lunatioo inquirendo, for subpoena of said alleged lunatic and dispursing with the personal presence of

said alleged lunatic before said jury.

And as in duty bound, etc.

James M. Mullen

Alfred J. O'Ferrall

Sols. for Petitioner

STATE OF MARYLAND
TO WIT:
CITY OF BALTIMORE

I HEREBY CERTIFY that on this 26th day of February, in the year 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Adelina D'Angelo, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are full, true and correct to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal the day and year aforesaid.

(SEAL) Angela M. O'Neill

(PLACE) Notary Public

CERTIFICATE

I, J. Percy Wade, do hereby certify that I am a duly qualified physician practicing in the State of Maryland, and that I am now, and have been for a number of years Superintendent of the Spring Grove State Hospital; that said Salvatore D'Angelo has been confined to the said Hospital since Jan. 5/1924 and that I have made an extended and careful examination of his condition, and that I find he is suffering from delusions and has threatened on a number of occasions to do bodily harm to his wife and his children, and that in my opinion he is incapable of managing his person or his estate, and that it would be harmful to have him taken before a Sheriff's Jury.

As witness my signature this 27" day of February, 1924.

J. Percy Wade

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Dr. Charles G. Hill
Wylie Ave. & Reisterstown Road
Arlington
Baltimore, Md.

Feb. 13th, '24

Mr. Alfred J. O'Ferrall
Redwood & Light Streets

Dear Mr. O'Ferrall,

I called to see Dr. Wade at Springfield Hospital last Sunday and discussed with him Mr. D'Angelo's status, and he will hold him until he is satisfied about his mental condition. In the meantime I can't see that you could do anything but hold this case under advisement, until this is settled and let his wife make temporary arrangements for the support of herself and children. I consider him insane and will assist you in any way in my power when it is time to act.

Very truly yours,

Charles G. Hill

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O R D E R

Upon the foregoing petition, affidavit and certificates, it is this 28th day of February, 1924, Ordered by the Circuit Court of Baltimore City that the writ de lunatico inquirendo issue as prayed.

It is further ordered that as it appears to this Court that it would be harmful to the said Salvatore D'Angelo to have him appear before the Sheriff's Jury, his personal presence before said jury is hereby expressly dispensed with.

It is further ordered that a writ of Subpoena be issued to said Salvatore D'Angelo.

Charles F. Stein

Filed 10 Nov., 1932.

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Ex parte:	:	IN THE
In the matter of	:	CIRCUIT COURT
Salvatore D'Angelo	:	OF
A Lunatic.	:	BALTIMORE CITY

DECREE.

The return of the Inquisition taken by the Sheriff of Baltimore City, in the State of Maryland in the above cause having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon, this 21st day of March 1924, by the Circuit Court of Baltimore City, Adjudged, Ordered and Decreed that the said Inquisition be and it is hereby confirmed.

And it is further, Adjudged, Ordered and Decreed, that Adelina D'Angelo be and she is hereby appointed Committee of the person and Alfred J. O'Ferrall be and he is hereby appointed Trustee of the estate of the said Salvatore D'Angelo with full power and authority to each of said appointees respectively to take charge of and manage the property and to assume the control of the person of the said Salvatore D'Angelo under the direction of this Court; but before the said Alfred J. O'Ferrall shall proceed to act as such Trustee of said Estate he shall give bond to the State of Maryland in the penalty of Two thousand dollars with a corporate surety to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Committee.

Charles F. Stein

Filed 10 Nov. 1953

IN THE MATTER OF THE	:	IN THE
ESTATE OF	:	CIRCUIT COURT
SALVATORE D'ANGELO, a lunatic	:	OF
	:	BALTIMORE CITY

To the Honorable, the Judge of said Court:

The Petition of ALFRED J. O'FERRALL, Committee of the estate of Salvatore D'Angelo, a lunatic, respectfully shows:

THAT this Honorable Court has heretofore passed an order authorizing and directing said Committee to pay to Adelina D'Angelo, Committee of the person of said lunatic, the monthly sum of One Hundred and Fifty Dollars ($150.00) for the support of said lunatic, said Adelina D'Angelo, his wife, and their eight children.

Filed 10 Nov., 1925.

THAT said monthly sums have been paid up to and including the 21st day of September, 1925, and there does not remain in his hands sufficient money to make another payment in accordance with the order of this Honorable Court, and said Adelina D'Angelo has no independent income.

THAT the only estate remaining in the hands of your Committee is a small amount of cash in bank and yearly payments on two life insurance policies which said yearly payments will not be collectible until the early part of the year 1926. That said estate also has an interest in a fee simple piece of property near Glenburnie, Anne Arundel County, State of Maryland, held by said Salvatore D'Angelo and Adelina D'Angelo, his wife, as tenants by the entireties, being the same lot of ground fully described in a deed dated July 1st, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 32, Folio 370 &c., from Arnold Engelman and Wife, to said Salvator D'Angelo and Wife.

THAT it is absolutely necessary in order to obtain funds for the support of said lunatic and of his wife and children, that said property be sold and said Adelina D'Angelo has consented to said

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sale.

WHEREFORE, your Petitioner prays your Honor to pass an order authorizing and directing your Petitioner to sell the interest of said Salvatore D'Angelo, a lunatic, in the above mentioned property, jointly with said Adelina D'Angelo so that the proceeds may be divided equally between the estate of said lunatic and said Adelina D'Angelo.

AND, as in duty, etc.

Alfred J. O'Ferrall

Committee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21st day of September, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALFRED J. O'FERRALL, Committee, 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 Notarial Seal.

(SEAL) Angela M. O'Neill

(PLACE) Notary Public

I consent to the passage of an order authorizing a sale as set forth in the aforegoing Petition.

Adelina D'Angelo

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Filed 10 Nov., 1925.

O R D E R

Ordered on the aforegoing Petition, Affidavit and Consent this 22nd day of September, 1925, by the Circuit Court of Baltimore City, that Alfred J. O'Ferrall, Committee of the estate of Salvatore D'Angelo, a lunatic, be and he is hereby authorized and directed to sell the interest of said lunatic in said fee simple property, mentioned in the aforegoing Petition, jointly with said Adelina D'Angelo, wife of said lunatic, so that the proceeds may be equally divided between this estate and said Adelina D'Angelo.

James P. Gorter

IN THE MATTER OF THE	:	IN THE
ESTATE OF	:	CIRCUIT COURT
SALVATORE D'ANGELO, a lunatic.	:	OF
	:	BALTIMORE CITY

To the Honorable, the Judge of said Court:-

The Report of Sale of ALFRED J. O'FERRALL, Committee of the estate of Salvatore D'Angelo, a lunatic, respectfully shows:

THAT by virtue of the power and authority conferred upon him by an order of this Honorable Court dated September 22nd, 1925, with the consent of Adelina D'Angelo, wife of said Salvatore D'Angelo, he has sold at private sale unto John Noto and Lena Noto, his wife, for the sum of Thirty-two Hundred Dollars ($3200.00), cash, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

Filed 10 Nov., 1925.

BEGINNING for the same on the Northeast side of a thirty foot road extending Northwesterly from D Street, opposite to the Northwest end of Third Avenue South, as said Street, and Avenue are laid down on the plat at Glenburnie recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, Folio 104 &c., at the distance of four hundred and seventeen feet Northwesterly from the intersection of the Northeast side of said thirty foot road with the Northwest side of D Street, which point of beginning is at the end of the first line of the land conveyed by the party hereto of the first part to Herman Engelman, by deed dated the 23rd day of December, 1914, and recorded among the Land Records aforesaid in Liber G.W. No. 108, Folio 432; and running thence, bounding on said thirty foot road, North, sixty degrees, West, two hundred and seventy-one feet to the end of the first line of the land conveyed by the party hereto of the first part to Frederick and Hilda Wilks, by deed dated November 2nd, 1900, and recorded among the Land Records aforesaid in Liber G.W. No. 19, Folio 165 &c., thence bounding on the second line of said lot and continuing the same direction,

North, ten and three quarter degrees, West, seven hundred feet, more or less, to intersect the South, forty-seven degrees, forty-five minutes West, two hundred and twenty perches line of the whole land of the party hereto of the first part; thence bounding on said outline, reversely, Northeasterly, two hundred feet, more or less, to the end of the second line of the land conveyed as aforesaid to Herman Engelman; and thence reversing said line and bounding thereon, South, ten and three quarter degrees, East eleven hundred feet, more or less, to the place of beginning. Containing five acres, more or less.

BEING the same lot or ground which by deed dated July 1st, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 32, Folio 370 &c., was granted and conveyed by Arnold Engelman and Wife, to the said Salvatore D'Angelo and Wife, as tenants by the entireties.

THAT this Committee further reports that said sale was made jointly with said Adelina D'Angelo so that the proceeds may be equally divided between the estate of said lunatic and the said Adelina D'Angelo.

AND, as in duty, etc.

Alfred J. O'Ferrall

Committee.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 28th day of September, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALFRED J. O'FERRALL, Committee, 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.

(SEAL) Angela M. O'Neill

(PLACE) Notary Public

//

WE, the undersigned, Real Estate Brokers, doing business in the State of Maryland, do hereby certify that we are acquainted with the property mentioned in the foregoing Report and also with the value of the property in its immediate vicinity and we believe that the price for which the same was sold was a fair and adequate one.

C. Braddock Jones

Arthur E. Reinheimer

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LIBER 79 PAGE 529

ORDER NISI ON REPORT OF SALES

Ex Parte In the matter of the

Estate of Salvatore D'Angelo
vs. a lunatic

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED, by the Circuit Court of Baltimore City this 2nd day of October, 1925, that the private Sale of the property mentioned in these proceedings, made and reported by Alfred J. O'Ferrall, Committee

Filed 10 Nov, 1925

be **RATIFIED AND CONFIRMED,** unless cause to the contrary thereof be shown on or before the 2nd day of November, 1925. Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 26th day of October, 1925.

The Report states the amount of private sale to be $3200.00

Charles F. Stein

True Copy.

Test ..... *Clerk.*

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LIBER 79 PAGE 530

Filed 10 Nov., 1925.

Alfred J. O'Ferrall, Solicitor,

8 Light Street,

J. M. Mullen, Solicitor

Union Trust Building,

IN THE CIRCUIT COURT OF BALTIMORE CITY--(A-99-1924)- Ex Parte in the matter of the estate of Salvatore D'Angelo, a lunatic.

Ordered, by the Circuit Court of Baltimore City this 2nd day of October, 1925, that the private sale of the property mentioned in these proceedings, made and reported by ALFRED J. O'FERRALL, committee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of November, 1925; provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 26th day of October, 1925.

The report states the amount of private sale to be $3,200.

CHARLES F. STEIN

True Copy-Test:

CHAS. R. WHITEFORD,

o3,10,17 Clerk.

Filed 10 Nov., 1925.

THE DAILY RECORD
(Certificate of Publication)

Baltimore, Md., Oct 17 1925, 19....

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City,

Case Of

Ex Parte in the matter of the Estate of ~~of~~ Salvatore D'Angelo, a lunatic

was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 26th day of October, 1925

First insertion Oct 3rd, 1925

THE DAILY RECORD

Per A. W. Ritzel

Ex Parte in the Matter of the Estate of Salvatore D'Angelo

vs.

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED BY THE COURT, This 3rd day of November, 19 25, that the private sale made and reported by the ~~Trustee~~ Committee on Oct. 2, 1925

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

James P. Gorter

Filed 10 Nov, 1925

State of Maryland,

City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Petition and Order of Court, Decree of Court, Petition and Order of Court, Report of Sale, Order Nisi on Report of Sale, Certificate of Publication, and Final Order of Ratification now on file in this office in the cause therein entitled as above, and that the Trustee therein named has filed his duly approved bond

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 16th day of October A. D., 19 52

Henry J. Ripperger
Clerk.

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79 [illegible]

JAMES JONAS BROWN, widower *
30 Clay Street
Annapolis, Maryland

VS.

ELIZABETH PURVIS AND
LEROY PURVIS, her husband,
32 Northwest Street *
Annapolis, Maryland,
ISAAC WHIPPLE, single,
32 Clay Street
Annapolis, Maryland
JAMES WHIPPLE
32 Clay Street
Annapolis, Maryland, and
_____ WHIPPLE, his wife, *
Address unknown
RICHARD WHIPPLE AND
ANNIE WHIPPLE, his wife
6 Calvert Street
Annapolis, Maryland
KENNETH WHIPPLE AND
MARIAN WHIPPLE, his wife,
78 Clay Street *
Annapolis, Maryland
WILLIAM WHIPPLE AND
AMY WHIPPLE, his wife,
College Creek Terrace
Annapolis, Maryland
NETTIE TRAVERS
1803 Swan Street, N. W.
Washington, D. C. *
~~And all known children of said five natural children of James Daniel Brown, mentioned in his Last Will and Testament, and all other persons having or claiming to have an interest in the subject matter of this proceeding~~ *

IN THE CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

EQUITY 10,393

Filed 3 Jan., 1952

***

BILL OF COMPLAINT (PARTITION CASE)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, by Linwood L. Clark, his Attorney, complaining, says:

1. That on the 18th day of March, 1912, James Daniel Brown of Annapolis, Maryland, departed this life leaving a Last Will and Testament, in which he granted and devised to his natural children, George T. Brown, Loyla Whipper (meaning Whipple), Sarah Nelson, Mamie Reed and William H. Brown, all that lot of land

situate in the City of Annapolis, Maryland, and known as 32 Clay Street, improved by a two-storey frame dwelling house, which was purchased by him from Daniel Sanders, and in which Will he further provided that said devise to said natural childfen "shall be a home for all of said mentioned children and that it shall not be sold during the lifetime of any of them", and the remainder he devised and granted to "the children of my said children, who may then be alive, to share and share alike".

That said Will was probated the 26th of March, 1912, and was recorded among the Register of Wills Books in E.R.D. 1, folio 101, April 1, 1912.

2. That the said James Daniel Brown left surviving him the following natural children: George T. Brown, William H. Brown, Loyla Whipple, Sarah Nelson, and Mamie Reed.

3. The last or survivor of said five children as life-tenants under said Will was Loyla Whipple, who died on the 22nd day of October, 1951.

4. That the children of said life-tenants living at the time of the death of Loyla Whipple were: Elizabeth Purvis, Isaac Whipple, James Whipple, Richard Whipple, Kenneth Whipple. William Whipple and Nettie Travers.

5. That the real estate known as 32 Clay Street, Annapolis, Maryland, and improvements, mentioned in said Will, is not susceptible of partition in kind between the heirs or devisees, the defendants named in this cause, nor can it be divided among those in interest without material loss or injury, and that a sale thereof is necessary for the best interest and advantage of all the parties concerned, in order that the proceeds may be divided among said parties in proportion to their respective interests.

No. 79 Misc. 58

WHEREFORE, your petitioner respectfully prays:

1. That this Honorable Court pass a decree for the sale of the property herein mentioned and that the money arising from such sale be divided among the parties according to their respective interest and right.

2. That a Trustee be appointed to make a sale of and to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

3. That your petitioner may have such other and further relief as his case may require.

MAY it please your Honor to grant unto your petitioner a writ of subpoena directed to: Elizabeth Purvis and Leroy Purvis, her husband, 32 Northwest Street, Annapolis, Maryland, Isaac Whipple, 32 Clay Street, Annapolis, Maryland, James Whipple, 32 Clay Street, Annapolis, Maryland, and _____ Whipple, his wife, address unknown, Richard Whipple and Annie Whipple, his wife, 6 Calvert Street, Annapolis, Maryland, Kenneth Whipple and Marian Whipple, his wife, 78 Clay Street, Annapolis, Maryland. William Whipple and Amy Whipple, his wife, College Creek Terrace, Annapolis, Maryland, and Nettie Travers, 1803 Swan Street, N. W., Washington, D. C., commanding them to be and appear in this Honorable Court either by person or by solicitor on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

AND, as in duty bound, etc.

James Jonas Brown
James Jonas Brown
Plaintiff

Linwood L. Clark
Linwood L. Clark
Solicitor for plaintiff

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AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared James Jonas Brown, the plaintiff in this matter, and made oath in due form of law that the matters and facts set forth in said Bill of Complaint are true as therein stated, that is, that the above lot of ground is not susceptible of division among said owners, and that the parties to this cause, plaintiff and defendants, constitute the sole heirs and next of kin of James Daniel Brown, deceased.

WITNESS my hand and Notarial Seal, this 21st day of December, 1951.

Linwood L. Clark
Notary Public

No. 79 misc.

JAMES JONAS BROWN
VS.
ELIZABETH PURVIS, et al

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY # 10,393

PETITION TO AMEND PARAGRAPHS 3 and 4 OF THE BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Service of a copy of the original Bill of Complaint having been heretofore served by the Sheriff on all defendants, your petitioner, James Jonas Brown, by Linwood L. Clark, his Attorney, respectfully asks leave to amend paragraphs 3 and 4 of Bill of Complaint in this matter to read as follows:

3. That George T. Brown and William H. Brown, mentioned in said Will as among said five children, died without issue before the death of Loyla Whipple on the 22nd day of October, 1951, she being then the sole survivor of said five children mentioned in said Will, which is filed herewith.

4. That the only children of said five natural children mentioned in said Will, living at the time of the death of said Loyla Whipple, were:

1. Children of Loyla Whipple - Isaac Whipple, William Whipple, Richard Whipple, Kenneth Whipple, and James Whipple.

2. Children of Sarah Nelson - Elizabeth Purvis (nee Nelson) and James Jonas Brown, son of Sarah Brown, born out of wedlock, prior to the marriage of said Sarah Brown to one Nelson, and also born prior to the death of said testator, James Daniel Brown.

3. Daughter of Jamie Reed - Lettie Travers (nee Reed).

And further asks leave to serve a copy of this amendment upon the defendants by mail, as provided by Rules of Practice and Procedure, Service of Pleadings and Other Papers.

And, as in duty bound, etc.

Linwood L. Clark
Attorney for plaintiff

Filed 30 Jan., 1952

ORDER OF COURT

Upon the foregoing petition it is ORDERED by the Circuit Court for Anne Arundel County this 30th day of January, 1952, that leave be and the same is hereby granted to amend the Bill of Complaint in this matter as above requested, and to serve a copy of this petition and order upon all defendants by ~~mail~~ registered mail, return receipts to be filed in these proceedings.

Benjamin Michaelson
Judge

Filed 30 Jan., 1952

I HEREBY CERTIFY that on this ___ day of _____, 1952, I mailed, postage prepaid, a copy of this petition and order to all defendants.

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List

Will and Testament and Codicil

of

James Daniel Brown

In the Name of God Amen:

I, James Daniel Brown, of the City of Annapolis, State of Maryland now of sound and disposing mind, but weak with sickness, do publish and declare this to be my Will and testament; hereby revoking all other Wills and Codicils hereby made, me, do grant, devise and bequeath as follows

1st My soul to Almighty God, my body to the earth and after all burial and other debts honestly by me due are paid, I dispose of my earthly possessions as follows

2nd I grant and devise to my Natural children, George T Brown, Loyla Whipper, Sarah Nelson, Mamie Reed and William H Brown all of that lot of land situate in the City of Annapolis and on Clay St improved by a two story frame dwelling house, No 32, which was purchased by me from Daniel Sanders, and recorded among the

Filed 30 Jan. 1952
Re-filed 7 Mar. 1952

10,393 Eq
Brown
Pierce et al
Examiner's Exh. 1
Filed 3/4/52
E/Clawans
examiner

Exhibit

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land records of Anne Arundel County the said devise is made and is my Will that it shall be a home for all of the said mentioned children, and that it shall not be sold during the life time of any of them, and the remainder I devise and grant to the children of my said children who may then be alive to share and share alike.

3rd I bequeath all of my personally consisting of furniture and money now in the Savings Institution on West St to my said children to share and share alike

I hereby constitute and appoint William H Howard as executor of this my last Will and testament Witness my hand this 12th day of March in the year of 1912

Witness as to mark
Lewis H Travers

James His X mark Daniel T Brown

We the Subscribers, Witnesses did on this 12th day of March in the year of 1912 at the request of the testator, in his presence and in the presence of each other attest the foregoing Will

Lewis H Travers
Jessie Oliver

Codicil

This Codicil this day of March in the year of 1912 by me, James Daniel Brown, of the City of Annapolis State of Maryland, do hereby publish and declare that this is my Codicil to the Will made by me March the 12th 1912 and rectifying and altering the section of my Will reading that the furniture is to be shared by my children alike, I have no furniture to share, but the money is to be shared as stated in the Will

Witness my hand this 13th day of March in the year of 1912

Witness as to mark James His X mark Daniel Brown
Wm H Howard Testator

We the subscribing Witnesses, did on the 13th day of March in the year of 1912 did attest the aforegoing Will at the request of the testator, in his presence and at his request and in the presence of each other

Wm H Howard
Jesse Oliver

James Jonas Brown PLAINTIFF,
vs
Elizabeth Purvis and others,
DEFENDANTS.

No. 10393 Equity,
In the
Circuit Court for
Anne Arundel County.

Answer of Richard Whipple.

To the Honorable, the Judge of the said Court.

The answer of Richard Whipple one of the five (5) children of Loyla Whipple, as shown in amended paragraphs 3 and 4 of the bill of complaint filed herein; and as well to the remaining parts of the original bill of complaint originally filed herein, respectfully shows:

That he admits the allegations contained in said original bill of complaint and the said amendments, and consents to the passage of a decree herein for the sale of the real estate as prayed, with the understanding, that the nest proceeds derived therefrom shall be divided into eight (8) equal parts, between him and the plaintiff, and his four brothers, together with Elizabeth Purvis and Nettie Travers, as mentioned in the bill of complaint and the amendments thereto.

Respectfully submitted,

John S. Strahorn, Solicitor for
Richard Whipple.

Filed 15 Feb, 1932.

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JEB 79 PAGE 542

JAMES JONAS BROWN * IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

VS. *

ELIZABETH PURVIS and others EQUITY # 10,373

***

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, William Whipple and Amy Whipple, his wife, in proper person, answering the said Bill of Complaint in this matter, say:

That we admit paragraphs 1, 2, and 5 of the original Bill of Complaint, and paragraphs 3 and 4 of the Amended Bill of Complaint and consent to the passage of a decree of sale as prayed.

Respectfully submitted.

Filed 21 Feb, 1912.

William Whipple

Amy Whipple

In proper person

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JAMES JONAS BROWN * IN THE CIRCUIT COURT
FOR
VS. * ANNE ARUNDEL COUNTY

EQUITY #10,393

ELIZABETH PURVIS and others

***

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, Elizabeth Purvis and Leroy Purvis, her husband, in proper person, answering the said Bill of Complaint filed in this matter, say:

That we admit paragraphs 1, 2, and 5 of the original Bill of Complaint, and paragraphs 3 and 4 of the Amended Bill of Complaint., and consent to the passage of a decree for sale as prayed.

Respectfully submitted.

Filed 21 Feb., 1936.

Elizabeth Purvis
Elizabeth Purvis

Leroy Purvis
Leroy Purvis

In proper person.

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JAMES JONAS BROWN * IN THE CIRCUIT COURT
FOR
VS. ANNE ARUNDEL COUNTY

ELIZABETH PURVIS and others EQUITY # 10393

****

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Nettie Travers, in proper person, answering the said Bill of Complaint in this matter, says:

That I admit paragraphs 1, 2 and 5 of the original Bill of Complaint, and paragraphs 3 and 4 of the Amended Bill of Complaint. and consent to the passage of a decree of sale as prayed.

Respectfully submitted.

Nettie Traverse!
Nettie Travers
In proper person

Filed 21 Feb., 1952.

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JAMES JONAS BROWN * IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

VS. *

ELIZABETH PURVIS, et al Equity # 10,393

***

AFFIDAVIT OF COUNSEL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Counsel for plaintiff respectfully makes affidavit that a copy of the petition, and order thereon, to amend paragraphs three and four of the Bill of Complaint in this matter, was served on each defendant by registered mail and return receipt requested, as shown by the attached Post Office exhibits; and that answers have been filed by all defendants except Isaac Whipple, James Whipple and Kenneth Whipple, concerning whom a decree pro confesso follows.

Filed 21 Feb, 1952.

Linwood L. Clark
Attorney for plaintiff
Affiant

SUBSCRIBED AND SWORN TO before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, this 20th day of February, 1952.

Nellie Elizabeth Sterling
Notary Public

13

JAMES JONAS BROWN * IN THE CIRCUIT COURT FOR

VS.

ANNE ARUNDEL COUNTY

ELIZABETH PURVIS, et al * EQUITY # 10,393

*****

DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, Isaac Whipple, James Whipple and Kenneth Whipple, having been duly summoned to appear to the Bill of Complaint and answer same, and having been duly served with a copy of the petition and order amending paragraphs three and four of the Bill of Complaint, and having failed to appear to said Bill of Complaint and amendments thereto and answer same, according to command of said summons and notice;

IT IS THEREUPON this 21st day of February, 1952, by the Circuit Court for Anne Arundel County in Equity ADJUDGED, ORDERED AND DECREED that said Bill of Complaint as amended be and the same is hereby taken pro confesso against said defendants Isaac Whipple, James Whipple and Kenneth Whipple,

AND it is further ORDERED that leave is hereby granted to the plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of said Bill as amended.

Benjamin Michaelson
Judge

Filed 21 Feb, 1952.

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JAMES JONAS BROWN,	:	IN
Plaintiff,	:	THE CIRCUIT COURT
vs.	:	FOR
ELIZABETH PURVIS, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,393 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

March 4, 1952

Filed 7 Mar, 1952.

Present:

Mr. Linwood L. Clark, Solicitor for Plaintiff.

Mr. John S. Strahorn, Solicitor for Richard Whipple.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

James Jonas Brown, pages 2, 3, 4.

Elizabeth Purvis, pages 4, 5, 6.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

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James Jonas Brown, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. What is your full name and address?

A. James Jonas Brown, 30 Clay Street, Annapolis, Md.

2. How old are you?

A. 72.

Mr. Clark: I offer in evidence the Will of James Daniel Brown, which was filed as Exhibit A with the bill of complaint, and is recorded with the Register of Wills in Liber B.R.D. 1, folio 101, and probated March 26, 1912. (MARKED EXAMINER'S EX. 1)

3. You are a grandchild of James Daniel Brown, are you not?

A. Yes.

4. Did you know the five children of James Daniel Brown whose names are mentioned in his will?

A. Yes, they are George T. Brown, William H. Brown, Loyla Whipple, Sarah Wilson and Mamie Reed.

5. Are they living now or dead?

A. They are all dead.

6. When did the last one of the five die?

A. Last October 22, 1951.

7. Who was that?

A. Loyla Whipple.

8. You have personal knowledge, have you, of the death of these five children mentioned in the Will and the death of the last one of the five, Loyla Whipple?

A. Yes.

9. Please name the children of Loyla Whipple?

A. James Whipple, Isaac Whipple, Richard Whipple, Kenneth Whipple and William Whipple.

10. They were living at the time of Loyla's death and are still living?

A. Yes they are still living.

16

11. Did Sarah Nelson have any children?

A. Yes, Elizabeth Purvis and myself.

12. They were the only children of Sarah Nelson who were living at the time of Loyla's death and are still living?

A. Yes.

13. Name the children of Mamie Reed?

A. Nettie Traverse.

14. Is she the only one?

A. Yes.

15. She was living at the time of the death of Loyla Whipple and she is still living?

A. Yes.

16. Did George T. Brown, mentioned in the Will, have any children?

A. No.

17. Is he dead or living?

A. He is dead.

18. Did William H. Brown mentioned in the Will have any children?

A. No.

19. Where did they live?

A. George Brown lived in Chicago and William Brown lived in Washington.

20. Do you have personal knowledge that these two sons of James Daniel Brown named in the Will had no children?

A. Yes, they didn't have any children.

21. So that you are now making oath that there are only 8 children altogether now living or living at the time of the death of Loyla Whipple, that is 8 children of the children of James Daniel Brown and they are the 8 which you have named, 5 children of Loyla Whipple and 2 children of Sarah Nelson and one child of Mamie Reed?

A. Yes, that is all.

22. The property devised by this Will was 32 Clay Street?

A. Yes.

17

23. That is a city lot improved by a frame cottage?

A. Yes.

24. Is this property susceptible of division in kind between the 8 devisees?

A. No.

25. It could not be sold or divided without a loss?

A. Yes.

26. Did you attempt to make private sale before you brought this matter to Court?

A. Yes.

27. You could not succeed because of what?

A. Too many of us and they could not agree on the price.

28. Are all those grandchildren you have mentioned over 21 years of age?

A. Yes.

29. In your opinion what is the fair market value of that property today?

A. I would say $5000.00.

30. Who has been occupying this property since Loyla's death?

A. Isaac Whipple and James Whipple.

31. What is a reasonable rent in your opinion for this property?

A. $30.00 a month.

Mr. Clark: The Plaintiff reserves the right to file a certified copy of the deed to the property in this proceeding from Daniel Saunders to the said testator, James Daniel Brown, to be marked Examiner's Exhibit 2.

To the General Question under the Rule, the witness answers "No".

****

Elizabeth Purvis, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. What is your name and address?

A. Elizabeth Purvis, 32 Northwest Street, Annapolis, Md.

2. You are a grandchild of James Daniel Brown, are you not?

A. Yes.

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3. What is your age?

A. I am 50.

4. Did you know the five children of James Daniel Brown mentioned in his Will?

A. Yes.

5. They were your uncles and aunts, is that correct?

A. Yes.

6. Are they living?

A. No sir.

7. Is any one of them living?

A. No.

8. When did the last one die?

A. Loyla Whipple died October 22, 1951.

9. Can you name the children of Loyla Whipple living at the time of her death?

A. Isaac Whipple, Richard Whipple, Kenneth Whipple, William Whipple, and James Whipple.

10. Can you name the children of Sarah Nelson who were living at the time of her death?

A. James Jonas Brown and Elizabeth Purvis.

11. Name the children of Mamie Reed who were living at the time of her death?

A. Nettie Traverse.

12. That is 8?

A. Yes.

13. Did George T. Brown leave any children?

A. No.

14. Did William H. Brown leave any children?

A. No.

15. You know personally that these two boys mentioned in the Will of James Daniel Brown had no children?

A. They had no children.

16. If they had had were you in a position to know?

A. That's right.

19

17. The property left in this Will is 32 Clay Street, isn't it?

A. Yes.

18. That consists of a lot improved by a two story frame cottage?

A. Yes.

19. What in your opinion is the fair market value of this property today?

A. $5000.00.

20. Is this property susceptible of division in kind between the 8 devisees?

A. No.

21. It could not then be divided without loss to the parties in interest?

A. That's right.

22. Is it your opinion that the property should be sold and the proceeds divided?

A. Yes.

(Mr. Klawans)

To the General Question under the Rule, the witness answers "No".

****

20

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 7th day of March, 1952.

Examiner (SEAL)

E.K. $10.00

K.H.McC. $6.00

21

This Deed made this First day of October, in the year Nineteen hundred and nine, by Marion D.G. Sanders and Annie Sanders, his wife, of Anne Arundel County and State of Maryland.

Witnesseth that for and in consideration of the sum of One Thousand ($1000.00) dollars, the receipt whereof is hereby acknowledged, the said Marion D.G. Sanders and Annie Sanders do hereby grant and convey unto James Daniel Brown of Anne Arundel County and State aforesaid, his heirs and assigns, all that lot or parcel of ground situate and lying on the Northeast side of Clay Street in the City of Annapolis and more particularly described as follows;

Beginning for the same at a point on the Northeast side of Clay Street two hundred and sixty three feet and three inches in a Northwesterly direction from the Northwest corner of Clay and Calvert Street, and running with the Northeast building line of Clay Street, South seventy-nine degrees thirty minutes east, nineteen feet and three inches; thence leaving said Clay Street and running North, eight degrees thirty minutes east one hundred and fifty five feet - thence North fifty-six degrees thirty minutes west, twenty-four feet; thence South eight degrees thirty minutes West one hundred and seventy-one feet to the point of beginning.

IT being the same piece or parcel of land which was conveyed to Marion D.G. Sanders by Susan Sanders by deed dated the 5th day of February in the year Nineteen hundred and Four, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 36, at folio 56 &c., reference thereto will more fully appear-

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

To Have and To Hold the above granted property to and unto the said James Daniel Brown, his heirs and assigns forever in fee simple.

And the said Marion D.G. Sanders and Annie Sanders do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requested.

Filed 7 Mar., 1952

Examiner's Exhibit No. 2.

22

As Witness our hands and seals the day and year first above written.

Test: Marion D.G. Sanders (Seal)

Bertie A. Baldwin: Annie Sanders (SEAL)

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

I hereby certify that on this First day of October, in the year Nineteen hundred and nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marion D.G. Sanders and Annie Sanders, his wife, and did each acknowledge the foregoing deed to be their respective act and deed.

As witness my hand and seal notarial.

Bertie A. Baldwin, Notary Public.

Recorded 1st November 1909.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 71 Folio 457 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 7th day of March A.D., 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

JAMES JONAS BROWN
30 Clay Street
Annapolis, Maryland

VS.

ELIZABETH PURVIS, et al

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY # 10,393

***

Filed 31 Mar., 1932.

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause, on the pleadings and exhibits, is herewith submitted for decree appointing a trustee or trustees to make sale of the property involved in conformity with the provision of such decree.

Linwood L. Clark

John S. Strahorn

24

JAMES JONAS BROWN
30 Clay Street
Annapolis, Maryland

VS.

ELIZABETH PURVIS, et al

* IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY #10,393

***

D E C R E E

The above case standing ready for hearing, and being submitted, the proceedings were, by the Court, read and considered, and it appearing that the parties hereto constitute all the parties in interest, and are sui juris, and all defendants subscribe to answers in which each admits that the subject property in this case is not susceptible of division among the heirs without injury, and agrees to the sale petitioned for in the pleadings, as advantageous to all persons concerned, except Isaac Whipple, James Whipple, and Kenneth Whipple, against whom said Amended Bill of Complaint has been taken pro confesso; it is thereupon this 31st day of March, 1952, ORDERED, ADJUDGED AND DECREED by the Circuit Court of Anne Arundel County that the property mentioned in the proceedings be sold and that Linwood L. Clark and John S. Strahorn be and they are hereby appointed Trustees to make sale thereof, and that the course and manner of the proceedings shall be as follows: - That they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a corporate surety to be approved by this Court or the Clerk thereof in the penalty of $5,000.00 conditioned for the faithful performance of the trust reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in the

Filed 31 Mar., 1952.

25

County aforesaid as they shall think proper, of the time, place, manner, and terms of sale, which terms shall be to require a deposit of at least $500.00, on account of the purchase money on the day of sale, and as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them, sold, free, clear, and discharged from all claims of the parties hereto, plaintiffs and defendants and those claiming by, from, or under them or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to said Trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholson
JUDGE

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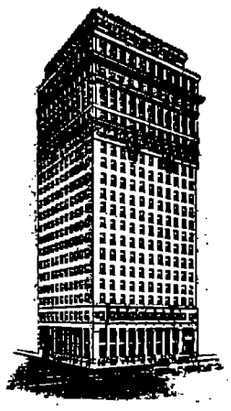

COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

LIBER 79 PAGE 559

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

EQUITY 10, 393
BROWN vs. PURVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Linwood L. Clark and John S. Strahorn of Annapolis, Maryland, as principal, and the American Surety Company of New York, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of April in the year of our Lord nineteen hundred and fifty-two.

WHEREAS, the above bounden Linwood L. Clark and John S. Strahorn by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell REAL ESTATE mentioned in the proceedings in the case of JAMES JONAS BROWN vs. ELIZABETH PURVIS, et al now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden LINWOOD L. CLARK AND JOHN S. STRAHORN do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Filed 10 Apr., 1952.

Signed, sealed and delivered
in the presence of

Naomi K. Cox

Jno. S. Strahorn (Seal)
Linwood L. Clark (Seal)

AMERICAN SURETY COMPANY of New York
By [signature]

Approved this 10 Apr., 1952.
John H. Hopkins, 3rd, Clerk.

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UNRN.TT

GEORGE SCIBLE - - - LIBER 79 PAGE 560 - - - - Auctioneer

TRUSTEE'S SALE

OF VALUABLE

FEE SIMPLE PROPERTY

32 CLAY STREET
ANNAPOLIS, MARYLAND

Filed 17 May, 1952

By virtue of a decree of the Circuit Court of Anne Arundel County, Equity No. 10,393, the undersigned, Trustees, will sell at public auction at the Court House Door on

Tuesday, May 13th, 1952

AT 11:00 O'CLOCK A.M.

All that fee simple lot of ground and the improvements thereon, situate in the City of Annapolis, Maryland, and described as follows:

Beginning for the same at a point on the northeast side of Clay Street 263 feet and 3 inches in a northwesterly direction from the northwest corner of Clay and Calvert Street, and running with the northeast building line of Clay Street, South 79 degrees 30 minutes East 19 feet and 3 inches, thence leaving said Clay Street and running North 8 degrees 30 minutes East 155 feet, thence North 56 degrees 30 minutes West 24 feet, thence South 8 degrees 30 minutes West 171 feet to the point of beginning, improved by a two-story frame house, with five rooms and bath.

Being the same property that was conveyed to James Daniel Brown by deed dated October 1, 1909 and recorded among the Land Records of Anne Arundel County in Liber G. W. 71, Folio 457, from Marion D. G. Sanders and Annie Sanders, his wife.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale; final settlement within thirty (30) days.

This is to certify that I sold to N Greenberg the above property at the stated time and place, and that I received a deposit of $500.00 subject to compliance with all the terms of said sale, selling price was $3,525.00.

LINWOOD L. CLARK,
JOHN S. STRAHORN,
Trustees.

[signature] Buyers
[signature] AUCTIONEER

28

JAMES JONAS BROWN - IN THE CIRCUIT COURT FOR

VS. ANNE ARUNDEL COUNTY

ELIZABETH PURVIS, et al EQUITY # 10,393

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Linwood L. Clark and John S. Strahorn, Trustees, appointed by decree of this Honorable Court, passed in the above entitled cause, dated the 31 day of March, 1952, to make sale of certain real estate therein mentioned, respectfully shows:

Filed 17 May, 1952

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend the Court House Door in said City, on the 13th day of May, 1952, at 11 o'clock, a.m., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the City of Annapolis, Maryland, and described as follows:

Beginning for the same at a point on the northeast side of Clay Street 263 feet and 3 inches in a northwesterly direction from the northwest corner of Clay and Calvert Street, and running with the northeast building line of Clay Street, South 79 degrees 30 minutes East 19 feet and 3 inches, thence leaving said Clay Street and running North 8 degrees 30 minutes East 155 feet, thence North 56 degrees 30 minutes West 24 feet, thence South 8 degrees 30 minutes West 171 feet to the point of beginning, improved by a two-story frame house, with five rooms and bath, the improvements being known as 32 Clay Street, Annapolis, Maryland.

29

And your said Trustees sold the above described property to Nathan Greenberg and Estelle L. Greenberg, his wife, as tenants by the entireties, for the sum of Three thousand five hundred twenty-five dollars ($3,525.00), they being at that sum the highest bidder therefor, the terms of said sale being cash, a deposit of $500.00 required from purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale; final settlement within thirty (30) days.

A copy of the advertisement or handbill in this matter is herewith filed as a part of this proceeding.

Respectfully submitted,

Linwood L. Clark

John S. Strahorn

Trustees

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of May, 1952, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Linwood L. Clark and John S. Strahorn, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Naomi K. Cox

Notary Public

30

JAMES JONAS BROWN * IN THE CIRCUIT COURT FOR

VS. ANNE ARUNDEL COUNTY

ELIZABETH PURVIS, et al EQUITY # 10,393

****

ORDER NISI

ORDERED by the Circuit Court for Anne Arundel County, this 17 day of May, 1952, that the sale of the property mentioned in these proceedings, made and reported by Linwood L. Clark and John S. Strahorn, Trustees, appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19 day of June, 1952; provided a copy of this order be inserted in some daily newspaper, printed in the City of Annapolis, once in each of three successive weeks, before the 19 day of June, 1952.

The report states the amount of the sale to be $3,525.00.

John H. Hopkins, 3rd, Clerk
~~JUDGE~~

Filed 17 May, 1952.

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LIBER 79 PAGE 50

JAMES JONAS BROWN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
ELIZABETH PURVIS, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 10,393 EQUITY

* * * * *

PETITION TO SUBSTITUTE PURCHASER

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Nathan L. Greenberg and Estelle Greenberg, his wife, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That on May 13, 1952, at Public Sale, they being the highest bidder therefor, they purchased the property described in this proceeding, namely, No. 32 Clay Street, Annapolis, Maryland.

2. That they paid the deposit of five hundred ($ 500.00) dollars required under the terms of sale unto the Trustees herein and agreed to abide by the terms of the sale.

3. That they have sold all of their right, title and interest in said property unto Charlotte M. Johnson subject to the Order of this Court.

WHEREFORE, your Petitioners pray the Court to pass an Order substituting the said purchaser in their place and stead.

AND as in duty bound, etc.

Nathan Greenberg

Estelle Greenberg

Petitioners

Noah A. Hillman

Solicitor for Petitioners

Filed 31 May 1952.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

32

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 29th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NATHAN L. GREENBERG and ESTEELE GREENBERG, his wife, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

Notary Public

NOAH K. COX NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ASSENT OF SUBSTITUTED PURCHASER

I hereby assent to the passing of a Decree by the Circuit Court for Anne Arundel County substituting me as the purchaser of the property described in this proceeding and agree to abide by the terms of sale.

Substituted Purchaser
115 CLAY ST - ANNAPOLIS

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 29th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared
who acknowledged the foregoing Assent to be her act and deed.

As witness my hand and Notarial Seal.

Notary Public

NOAH K. COX NOTARY PUBLIC ANNE ARUNDEL CO. MD.

NOAH K. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

33

JAMES JONAS BROWN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
ELIZABETH PURVIS, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 10,393 EQUITY

* * * * *

ORDER OF COURT

ORDERED, this 31st day of May, 1952, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Assent that Charlotte M. Johnson be and is substituted as purchaser of the property described in this proceeding.

Benjamin H. Urner
Judge

Filed 31 May, 1952.

JAMES JONAS BROWN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
ELIZABETH PURVIS, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 10,393 EQUITY

* * * * *

CERTIFICATE OF SERVICE

* * * * *

I hereby certify, that on this 2nd day of June, 1952, I mailed a copy of the Order of Court dated May 31, 1952, in the aforegoing case, to Linwood L. Clark, Trustee, at his law office, Maryland Hotel Building, Annapolis, Maryland.

Noah A. Gilliman
Solicitor for Petitioners

Filed 3 June, 1952.

...BER 79 PAGE 567 ...FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 17, 1952

We hereby certify, that the annexed Order Nisi

Date - Equity 10993

James Jonas Brown

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 19th day of June, 1952. The first insertion being made the 19th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

COUNTY COMMISSIONERS
OF ANNE ARUNDEL COUNTY
MARYLAND
JOHN C. STROHM, Acting Director
Department of Public Works. Ju-5

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
EQUITY No. 10,303

JAMES JONAS BROWN
Vs.
ELIZABETH PURVIS, et al.

ORDERED by the Circut Court for Anne Arundel County, this 17th day of May, 1952, that the sale of the property mentioned in these proceeds, made and reported by Linwood L. Clark and John S. Strahorn, Trustees, appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of June, 1952; provided a copy of this order be inserted in some daily newspaper, printed in the City of Annapolis, once in each of three successive weeks, before the 19th day of June, 1952.

The report states the amount of the sale to be $3,525.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Ju-9

Filed 20 June, 1952

No. E. C. 9394

35

JAMES JONAS BROWN * IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

VS.

ELIZABETH PURVIS, ET AL EQUITY # 10,393

***

FINAL ORDER OF RATIFICATION ON SALE
OF TRUSTEES

Filed 23 June, 1952.

ORDERED by the Circuit Court of Anne Arundel County, this 23rd day of June, 1952, that the sale made and reported by the Trustees aforesaid be, and is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees are allowed the usual commissions and such proper expense as they shall produce vouchers for to the auditor.

Benjamin McMahon
JUDGE

JAMES JONAS BROWN	°	IN THE CIRCUIT COURT
vs.	°	FOR
ELIZABETH PURVIS et al.	°	ANNE ARUNDEL COUNTY No. 10,393 Equity

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

PETITION TO SUBSTITUTE TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, Richard Whipple, by William J. Boehm, his Solicitor, respectfully represents:

1. That by order of this Court, John S. Strahorn and Linwood L. Clark were duly appointed trustees to sell real estate in these proceedings and to divide the proceeds arising therefrom amongst the parties to this cause as their equity may require. That your Petitioner is one of those entitled to share in said proceeds.

2. That said real estate has been duly sold and the proceeds by a check payable to John S. Strahorn and Linwood L. Clark, Trustees, has been tendered as payment for said real estate.

3. That John S. Strahorn, one of the trustees, has been confined to a hospital due to a severe illness and will not be able to officiate in his capacity as trustee aforesaid.

4. That your Petitioner desires that this case be proceeded with to the end that said fund is distributed according to the equity of the parties and that John S. Strahorn show cause if any he has why he should not be removed as trustee in said cause.

TO THE END THEREFORE:

1. That the Court pass an order in the premises for John S. Strahorn to show cause if any he has why he should not be removed as trustee.

2. That your petitioner may such other and further relief as his cause in equity may require.

And as in duty bound, etc.

Wm. J. Boehm

William J. Boehm
Solicitor for Petitioner

Filed 19 Aug., 1952

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ORDER OF COURT

Filed 20 Aug., 1952.

Upon the forgoing petition it is this 20th day of August, 1952, ORDERED by the Circuit Court for Anne Arundel County, In Equity, that John S Strahorn show cause on or before the 15th day of September, 1952 why John S. Strahorn should not be removed from said trust, provided a copy of this order be served on said Trustee, and the Superintendent of the hospital in whose care the said John S Strahorn is in custody, and on Linwood L Clark, trustee, on or before the 30th day of August 1952.

Benjamin Richardson
Judge

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In the Case of

James Jonas Brown,
Widower
VS.
Elizabeth Purvis,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,393 Equity

To the Honorable, the Judges of said Court:

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

Filed 8 Sept., 1952.

September 4, 1952

All of which is respectfully submitted.

Laura K. Finkelstein
Auditor.

Dr. James Jonas Brown, Widower, vs. Elizabeth Purvis, et al

			in ac.
To Trustees for Commissions, viz:	137 13		137 13
To Trustees for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Defendants' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	57 75		
Jos. W. Alton, Jr. - Sheriff's costs	17 40		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan - stenographer's fee	6 00		
Auditor - stating this account	36 00		
			147 15
To Trustees for Expenses, viz:			
Capital-Gazette Press - advertising sale	27 52		
Capital-Gazette Press - handbills	9 69		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
American Surety Co. - bond premium	20 00		
George W. Scible - auctioneer's fee	25 00		
Clerk of Court - certified copy of deed	1 00		
Linwood L. Clark - fee for legal services rendered (Order 8/22/52)	100 00		
One-half State revenue stamps	2 20		
One-half Federal revenue stamps	2 20		
Naomi K. Cox - notary fee		75	
Nellie E. Sterling - notary fee		50	
			202 86
To Trustees for Taxes, viz:			
1952 State and County taxes	28 17		
1952 Annapolis City taxes	24 05		52 22
To Trustees for Benefit Charges, viz:			
Annapolis Water Co. - water rent to 9/30/52	17 06		17 06

BALANCE FOR DISTRIBUTION -	$3,054.91		
Distributed to surviving grandchildren of James Daniel Brown in accordance with provisions of Last Will and Testament, viz:			
James Jonas Brown - one-eighth		381 87	
Elizabeth Purvis - one-eighth		381 87	
Nettie Travers - one-eighth		381 87	
Children of Loyla Whipple - five-eighths	$1,909.30		
LESS Amount of claim of Richard Whipple for reimbursement for medical and funeral expenses of Loyla Whipple, daughter of Testator (Agreement filed 7/11/52)	595.55		
Balance for distribution	$1,313.75		
Distributed as follows:			
Isaac Whipple - one-eighth		262 75	
James Whipple - one-eighth		262 75	
Richard Whipple - one-eighth		262 75	
Kenneth Whipple - one-eighth		262 75	
William Whipple - one-eighth		262 75	
Richard Whipple - reimbursement for medical and funeral expenses of his mother, Loyla Whipple (daughter of James Daniel Brown) as per agreement filed 7/11/52		595 55	
			3,054 09
			3,611 33

with Linwood L. Clark and John S. Strahorn, Trustees

			Dr.		Cr.	
1952						
May	13	Proceeds of Sale	3,525	00		
		Interest on deferred payment to 8/15/52	46	13	3,571	13
		Refund 1952 State and County taxes ($28.17 -adjusted)	10	60		
		Refund 1952 Annapolis City taxes ($24.05 - adjusted)	21	05		
		Refund water rent prepaid to 9/30/52 ($17.40)	8	55	40	20
					3,611	33

79 PAGE 575

ORDER NISI

James Jonas Brown,
Widower
VERSUS
Elizabeth Purvis,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,393 Equity.

ORDERED, This 8 day of September, 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 10 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of October next.

John H. Hopkins, 3rd, Clerk.

Filed, 8 Nov, 1953. Filed 8 Sept, 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of November, 19[illegible], that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge

LIBER 79 PAGE 576 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7th, 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity number 10,393

James Jonas Brown

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of October, 1952. The first insertion being made the 9th day of Sept., 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 1999

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Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,393 Equity

JAMES JONAS BROWN, Widower

Vs.

ELIZABETH PURVIS, et al.

Ordered, this 8th day of September, 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 10th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-23

Filed 17 Nov., 1953.

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

IN THE MATTER OF THE SALE :

OF THE :

MORTGAGED REAL ESTATE :

OF :

JACOB PRINCE :
and
MARY PRINCE, HIS WIFE :

EQUITY NO. 10,551

- - - - - - -

Mr. Clerk:

Please docket the above entitled case, enter my appearance and file among the papers the following instrument, marked, "Plaintiff's Exhibit 'A'".

1. Original mortgage from Jacob Prince and Mary Prince, his wife, dated July 26, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 220.

Frankie Wilson
Frankie Wilson, Attorney named in Mortgage

Filed 11 Aug, 1952

PLAINTIFF'S EXHIBIT 'A'

LIBER 79 PAGE 578

MORTGAGE FEE—COUNTY—$4.

BOOK 582 PAGE 220

No. 10,551 Equity

This Mortgage, Made this 26th day July

in the year nineteen hundred and fifty, by Jaoob Prince, and Mary Brince, his wife,

Mortgagor of Anne Arundel County, in the State of Maryland, of the first part, and John H. McCann and Elizabeth Marie McCann, his wife, of Baltimore City, in the same State,

Mortgagee s , of the second part.

W H E R E A S,- the said Mortgagors have this day received by way of loan an advance of One Thousand Dollars ($1,000.00), for the repayment of whioh said principal sum of money, together with interest to acorue thereon at the rate of six per cent. per annum, the said Mortgagors agree to make weekly payments of seven dollars ($7.00) on Saturday of eaoh and every week, beginning with July 29, 1950.

A N D W H E R E A S,- it was a condition precedent to the granting of the aforesaid loan that it be seoured by a mortgage, wherefore these presents are executed:

Filed 11 Aug., 1952.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor

do es grant and convey unto the said Mortgagee s, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in Fifth Election District of Anne Arundel County, aforesaid, and described as follows:

Lots 709, 710, 713 and 714 of Patapsco Park, situate at Pumphrey Station, in the Fifth Election District of Anne Arundel County, as shown on the plat of the property of The Patapsoo Park Land Company, whioh plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, Folio 31, and whioh said lots are described as follows, that is to say:

Lots 709, 710 and 713 each bordering twenty-five feet on the west side of Park Plaoe, and Lot 714 bordering fifty feet, more or less, on the west side of Park Plaoe, all of said lots being of irregular depth, as shown on the aforesaid plat.

BEING the same lots of ground whioh by deed of even date and reoorded, or so intended to be, prior hereto, were granted and oonveyed by The Patapsco Park Land Company to said Jacob Prince, one of the MORTGAGORS herein.

LIBER 79 PAGE 579

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

TO HAVE AND TO HOLD the aforesaid parcel s of ground and premises unto and to the proper use and benefit of John H. McCann and Elizabeth Marie McCann, his wife,

their heirs and assigns, forever, in fee simple.

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 One Thousand 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 Frankie Wilson, 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 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, 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.

Liber 79 Page 380

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 Frankie Wilson 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 One Thousand 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:

Frankie D. Wilson
Frankie D. Wilson

Jacob Prince (SEAL)
Jacob Prince

Mary Prince (SEAL)
Mary Prince

_____ (SEAL)

_____ (SEAL)

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79 PAGE 581

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 26th day of July, in the year nineteen hundred and fifty before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jacob Prince and Mary Prince, his wife the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared John H. McCann, one of the 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.

Frankie D. Wilson

Frankie D. Wilson - Notary Public.

Recorded August 1st. 1950 at 12:15 P.M.

Filed in No. 10,537 Eqmt.

MORTGAGE

FROM

Jacob Prince
and
Mary Prince, his wife

TO

John H. McCann
and
Elizabeth Marie McCann, his wife

Lots 709, 710, 713 and 714 Patapsco
~~BLOCK NO.~~
Park, 5th District Anne Arundel Co.,
Maryland

Received for Record 1 Aug, 1952, at 12:15 o'clock P.M. Same day recorded in Liber J.H.H. No. 582 Folio 220 &c., one of the Land Records of E.A.Co. examined per John H. Hopkins, 3rd, Clerk.

Cost of Record, $ 4.25 Paid

Frankie Wilson
Attorney at Law
Linthicum Heights, Maryland

The Daily Record Company, Baltimore, Md.

Baltimore, Maryland, February 5, 1952

FOR VALUE RECEIVED, we hereby assign all our right, title and interest in the within mortgage unto Frankie Wilson & Sons, Inc.

AS WITNESS our hands and seals this 5th day of February, 1952.

WITNESS:

Frankie D. Wilson

Frankie D. Wilson

John H. McCann (SEAL)

John H. McCann

Elizabeth Marie McCann (SEAL)

Elizabeth Marie McCann

S. assign.
Received for Record 11 Day of Aug 1952, at 2-45 P.M and the same day recorded in Liber J.H.H., No. 582 Fol. 223, Land Records of Anne Arundel County.
John H Hopkins 3d Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In The Matter of the Sale :
OF THE :
Mortgaged Real Estate of :
Jacob Prince : Equity No. 10,551
and :
Mary Prince, His wife. :

State of Maryland, Anne Arundel County, Set:

I, Frankie Wilson, being duly sworn, do depose and say:

1. That I am a resident of Anne Arundel County, in the State of Maryland.

2. That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Jacob Prince, and Mary Prince, the defendants in said case, jointly or severally are in the military service of the United States or any of its allies, so as to be entitled to the benefit of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information through such investigation, I ascertained that the facts hereinafter stated are true:

3. That said defendants are about forty-five years of age; married, but living apart, (the defendant, Mary Prince, residing on the property described in these proceedings, and the defendant, Jacob Prince, residing at 123 West Mulberry Street, Baltimore - 1 - Maryland).

4. That said Defendants are not in the military service of the United States as defined in the above named acts or the amendments thereto; that they are not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that they have not been discharged from any such military service within thirty days prior to the date of this affidavit; that they have not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that they are not members of the enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this ____ day of August, 1952.

Elinore G. Girault
Notary Public

Frankie Wilson
Frankie Wilson, Attorney named in Mortgage - Affiant.

Elinore G. Girault

Filed 11 Aug., 1952

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LIBER 79 PAGE 583

Frankie Wilson & Son

REAL ESTATE — MANAGEMENT — MORTGAGE LOANS

Linthicum Heights, Maryland,

~~20 EAST LEXINGTON ST.~~
~~BALTIMORE 2,~~ MARYLAND

TELEPHONE ~~SARATOGA 0166~~
RESIDENCE LINTHICUM ~~320-R~~ 332

August 11, 1952

Filed 11 Aug., 1952.

In The Circuit Court for Anne Arundel County

Equity No. 10,551

STATEMENT of MORTGAGE CLAIM

Mortgage, dated July 26, 1950 from Jacob Prince and Mary Prince, his wife,

to

John H. McCann and Elizabeth Marie McCann, his wife,
Recorded among the Land Records of Anne Arundel County in Liber JHH No. 582, Folio 220, and short assigned on February 5, 1952, to Frankie Wilson & Sons, Inc.

Amount of Mortgage	$1,000.00
Paid on account of principal	208.75
	$ 791.25
Balance due on principal -	

State of Maryland, Anne Arundel County:

I HEREBY CERTIFY, That on this day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, President of Frankie Wilson & Sons, Inc., and made oath in due form of law that the foregoing Statement of Mortgage Claim is true and bona fide.

As witness my hand and Notarial Seal.

Elinore G. Girault
Notary Public

Elinore G. Girault

My Commission expires 3/5/1953

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Mortgagee and Attorney's Bond.

1-369 1m-12-32

LIBER 79 PAGE 584

88308

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

Equity No. 10-556

Know All Men by These Presents:

That we Frankie Wilson, 1000 Hammonds Ferry Road, Linthicum Heights, Anne Arundel County, Maryland, Attorney named in Mortgage, 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 ONE THOUSAND AND 00/100 ($1,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th - day of August - - - - - - - - in the year nineteen hundred and fifty-two.

Filed 26 Aug., 1952

Whereas, the above bounden Frankie Wilson

by virtue of the power contained in a Mortgage from Jacob Prince and Mary Prince, his wife, to John H. McCann and Elizabeth Marie McCann, his wife, bearing date the 26th day of July nineteen hundred and fifty and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 582, Folio 220, and said Frankie Wilson, attorney named in said mortgage,

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 Frankie Wilson does and shall well and truly and faithfully perform the trust reposed in her 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

Walton D. Wilson
Attest:

Witness as to Surety:

R.H. Nichols

Frankie Wilson (Seal)
Frankie Wilson

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature] Vice-President J. S. Elerman

Attest: By [signature] Assistant Secretary Edward Lipkowsky

Approved this 26 Aug., 1952
John H. Hopkins, 3rd, Clerk

PURCHASER'S AGREEMENT

Equity No. 10,551

That ~~xk~~ (we) Frankie Wilson & Sons, Inc., a body corporate of Maryland, purchaser of Lots 709, 710, 713 and 714 Patapsco Park, as described in mortgage from Jacob Prince and Mary Prince, his wife, dated July 26, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 582, folio 220, this 5th day of September, 1952, bought at public auction held on the premises this date, the above described property, at and for the sum of Six Hundred and Fifty Dollars ($ 650.00) having paid as deposit, in accordance with the terms mentioned in said cause, the sum of Three Hundred Dollars ($ 300.00) and the remainder to be paid upon ratification of sale, with 6% interest from date of sale, and adjustment of taxes and other assessments to date of sale.

Filed 9 Sept., 1952

AS WITNESS its corporate ~~hand~~ seal and the signature of Walton D. Wilson, its Vice-President, the day and year above written.

WITNESS:

Frankie Wilson & Sons, Inc.

By Walton D. Wilson (SEAL)
Walton D. Wilson, Vice President.

(SEAL)

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LIBER 79 PAGE 586

In the Matter of the Sale :
of the : In The
Mortgaged Real Estate : Circuit Court for Anne Arundel County
of : Equity No. 10,551
Jacob Prince and :
Mary Prince, his wife.

* * * * * *

REPORT OF SALE

To The Honorable, the Judge of said Court:

The report of Frankie Wilson, Attorney named in Mortgage, dated July 26, 1950, from Jacob Prince and Mary Prince, his wife, to John H. McCann and Elizabeth Marie McCann, his wife, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 582, folio 220, which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days consecutively preceding the day of sale, Frankie Wilson under and by virtue of the power and authority contained in said mortgage (default having occurred thereunder) did, pursuant to said notice, on the 5th day of September, 1952, at 4 p.m., attended on the premises and then and there sold the property described in said mortgage, which property is more particularly described as follows:

Lots 709, 710, 713 and 714 Patapsco Park, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 31, improved by an unfinished dwelling.

Terms of Sale: A deposit of Three Hundred Dollars ($300.00) was required of the purchaser on day of sale, balance of purchase money with interest thereon at rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to day of sale.

THAT said property was sold for the sum of Six Hundred and Fifty Dollars ($ 650.00) to Frankie Wilson & Sons, Inc.,
the said purchaser being then and there the highest bidder.

THAT said sale was fairly made.

Elinore G. Girault — Frankie Wilson
Frankie Wilson, Attorney named in Mortgage.

Elinore G. Girault

Filed 9 Sept., 1952.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 8th day of September, 1952, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney named in Mortgage from Jacob Prince and Mary Prince, his wife, to John H. McCann and Elizabeth Marie McCann, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 582, folio 220, and made oath in due form of law that the foregoing report of sale is true and bona fide to the best of her knowledge, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Elinore G. Grinstead
Notary Public.

LIBER 79 PAGE 588

ORDER NISI

In the Matter of the Sale of the
Mortgaged Real Estate of
~~XXXXXXX~~
Jacob Prince and
Mary Prince, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,551 Equity

Filed 9 Sept., 1952.

Ordered, this 9 day of September, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of October next.

The report states that the amount of sales to be $ 650.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

In the Matter of the Sale of the
Mortgaged Real Estate of
~~XXXXXXX~~
Jacob Prince and
Mary Prince, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
..... Term, 19

Filed Oct. 21, 1952

ORDERED BY THE COURT, This 21st day of October, 19 52, that the sale made and reported by the ~~Trustees~~ 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 ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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Equity No 10,551 LIBER 79 PAGE 589 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Filed 11 Sept., 1952.

FRANKIE WILSON
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland.

MORTGAGE SALE
— OF —
FEE SIMPLE PROPERTY
IMPROVED WITH
UNFINISHED BUILDING

Under and by virtue of the power and authority contained in a mortgage from Jacob Prince and Mary Prince, his wife, dated July 26, 1950, and duly recorded among the Land Records of Anne Arundel County in Liber JHH No. 582, folio 220 (default having occurred thereunder), the undersigned Attorney named in mortgage will sell at public auction on the premises

FRIDAY, SEPTEMBER 5, 1952

AT 4:00 P. M.

All those lots of ground and improvements situate in the 5th Election District of Anne Arundel County, and described as follows:

Lots numbers 709, 710, 713 and 714 Patapsco Park, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, Folio 31, improved by a one story shanty and an unfinished brick house.

TERMS OF SALE: A deposit of Three hundred dollars will be required of purchaser at time of sale, any unpaid balance of purchase money to bear interest from date of sale to date of settlement; expenses adjusted to date of sale; balance of purchase price in cash upon ratification by the Court.

FRANKIE WILSON,
Attorney named in Mortgage.

ROBERT H. CAMPBELL,
Auctioneer. a-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9th, 1952

We hereby certify, that the annexed

Mortgage Sale
Jacob Prince

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 29 day of August, 1952 The first insertion being made the 14 day of August, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG 13

LIBER 79 PAGE 590

September 5, 1952
Date

Equity No. 10,551

I hereby certify that sale of Lots 709, 710, 713 and 714 Patapsco Park, Fifth Election District of Anne Arundel County, Maryland, as described in mortgage from Jacob Prince and Mary Prince, his wife, to John H. McCann and Elizabeth Marie McCann, his wife, with the improvements thereon, have this 5th day of September, 1952, been sold by me at public auction to Frankie Wilson & Sons, Inc., - - - - - - - - - - - - - - - for the sum of Six Hundred and Fifty - - - - - - - - Dollars, and that the said sale was fairly made.

Robert H. Campbell -- Auctioneer

Filed 11 Sept., 1952.

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 11th, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity 10,551

Jacob Prince

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of October, 1952 The first insertion being made the 18th day of September, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG. 1000

15

Filed 11 Oct. 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,551 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JACOB PRINCE And MARY PRINCE, His Wife.

Ordered, this 9th day of September, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Frankle Wilson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of October next.

The report states that the amount of sales to be $650.00.

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

o-9

October 22, 1952

AMENDED STATEMENT OF MORTGAGE CLAIM

Equity No. 10,551

Mortgage, dated July 26, 1950, from Jacob Prince and Mary Prince, his wife, to
John H. McCann and Elizabeth Marie McCann, his wife,
Recorded among the Land Records of Anne Arundel County in Liber JHH No. 582, fol. 220, and Short Assigned to Frankie Wilson & Sons, Inc. on February 5, 1952

Amount of mortgage		$ 1,000.00
Plus interest to September 5, 1952, (date of sale)		3.12
1952 taxes, paid by Assignee		5.04
1951 and 1952 Anne Arundel County Sanitary Commission charges,		34.36
		$ 1,042.52
Less Payments on account of principal	$ 208.75	
" Escrow account	166.06	374.81
Balance due by Mortgagors -		$ 667.71

Filed 27 Oct, 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 22nd day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, President of Frankie Wilson & Sons, Inc., the Assignee of the above Mortgage, and made oath in due form of law that the foregoing Amended Statement of Mortgage Claim is true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

VIOLA KINDRED NOTARY PUBLIC ANNE ARUNDEL CO.

Viola Kindred
Viola Kindred - Notary Public.

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In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Jacob Prince
and
Mary Prince, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,551 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 Oct., 1952.

October 28, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

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Dr. In the Matter of the Sale of the Mortgaged Real Estate of Jacob Prince and Mary Prince, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	41	63	141	63
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:				
Capital-Gazette Press - advertising sale	57	18		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	10	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Elinore G. Girault - notary fees	1	00		
Robert H. Campbell - auctioneer's fee	15	00	99	03
To Frankie Wilson & Sons, Inc., Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	378	67	378	67
			658	08
Amount of mortgage claim filed, as amended	667	71		
Cr. Amount allowed as above	378	67		
Balance subject to decree in personam	289	04		

with Frankie D. Wilson, Attorney named in Mortgage Cr.

1952				
Sept.	5	Proceeds of Sale	650 00	
		Interest on deferred payment	2 62	652 62
		Refund 1952 State and County taxes (adjusted to 9/5/52)	1 26	
		Refund 1952 water and sewer benefit charges (adjusted to 9/5/52)	4 20	5 46
				658 08

Filed 28 Oct., 1952. Filed 20 Nov., 1953.

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~MERRIS~~ Jacob Prince and Mary Prince, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,551 Equity.

ORDERED, This 28 day of October, 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 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.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of November, 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 ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

LIBER 79 PAGE 597

OFFICE OF

Maryland Gazette

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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov 19, 1953

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,551

Jacob Prince.

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 December, 1952. The first insertion being made the 6th day of Nov., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

No. M. G. .....

21

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,551 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of JACOB PRINCE And MARY PRINCE, His Wife.

Ordered, this 28th day of October, 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 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

Filed 20 Nov, 1953.