IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

Plaintiffs

vs. No. 8794 EQUITY

DAVID W. COLLISON, et al

Defendants

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife
Shadyside, Anne Arundel County, Maryland

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife
Central Avenue, Southwest
Glen Burnie, Anne Arundel County, Maryland

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband
1824 Ewing Avenue
Charlotte, North Carolina

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband
Edgewater, Anne Arundel County, Maryland

Petitioners

vs.

MINNIE E. COLLISON, widow
Mayo, Anne Arundel County, Maryland

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife
Edgewater, Anne Arundel County, Maryland

PAUL D. COLLISON and
LOUIS V. COLLISON, his wife
Mayo, Anne Arundel County, Maryland

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate
Main Street and Church Circle
Annapolis, Anne Arundel County, Maryland

HARRY ORME and
CORA ORME, his wife
Mayo, Anne Arundel County, Maryland

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife
Shoreham Beach, Anne Arundel County, Maryland

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate
Baltimore and Holliday Streets
Baltimore, Maryland

THOMAS H. BEHLKE and
HELEN BEHLKE, his wife
Mayo, Anne Arundel County, Maryland

Respondents

Petition To Re-Open Proceedings, Set Aside Decree, For Redemption of Property, and Other Relief

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife; DAVID CLIFTON DAWSON and YETIVE C. DAWSON, his wife; ELSIE WINSTEAD HUTCHINSON and ORION NEELY HUTCHINSON, her husband, and Myrtle Collison Young and Wm. O. Young, her husband, by Marvin I. Anderson and Malcolm B. Smith, their solicitors, humbly complaining unto your honors, respectfully shows:

1. That a cer in William D. Collison and Cora M. Collison, his wife, by deed bearing the date of August 14, 1889, and recorded among the land records of Anne Arundel County in Liber G. W. No. 15, folio 205, conveyed to a certain Nicholas G. Collison 20.3 acres of land near Mayo in the First Election District of Anne Arundel County (a certified copy of which deed is filed in the original proceedings herein marked "Plaintiffs' Exhibit A").

2. That the aforementioned Nicholas G. Collison died testate in Anne Arundel County on or about May 30, 1908, seized of the hereinbefore described 20.3 acres of land, excepting therefrom one-quarter of an acre as was conveyed by him to the Mayo Beneficial Association by deed bearing the date of March 31, 1900, and recorded among the aforesaid land records in Liber G.W. No. 17, folio 234.

3. That the last will and testament of Nicholas G. Collison, bearing the date of February 26, 1907, and recorded among the testamentary records of Anne Arundel County in Liber B.R.D. No. 1, folio 102, was duly admitted to probate on June 9, 1908, by the Orphans Court of Anne Arundel County; and that a certain David W. Collison, a son of the aforesaid testator, qualified under the last will and testament as the executor of the estate of Nicholas G. Collison (a certified copy of which last will and testament is filed in the original proceedings herein marked "Plaintiffs' Exhibit C").

4. That in his aforesaid last will and testament Nicholas G. Collison provided as follows:

> "Item One. I give to my son David W. Collison in fee simple my dwelling house and store and the stock of goods therein at the time of my death and the land on which said dwelling and store stands. I also devise to my said Son the 25 acres of land which I purchased from Wm. D. Collison for and during his the said David W.'s life and at his death to go to his children lawfully begotten, share and share alike the child or children of any deceased child of said David's to take the parents share, * * * ." (Emphasis supplied)

5. That David W. Collison, the devisee in Item One of the aforesaid last will and testament of Nicholas G. Collison, was the same David W. Collison who was named in the aforesaid will as executor and who qualified as executor in the Orphans Court

6. That the description of the second devisee in Item One as "25 acres" is erroneous, there being no other conveyance of land to Nicholas G. Collison, the testator, from William D. Collison in the land records of Anne Arundel County than the hereinbefore mentioned conveyance of 20.3 acres.

7. That in his aforesaid last will and testament Nicholas G. Collison provided as follows:

> "Item 16. After my debts and funeral expenses are paid, all the rest and residue of my estate I will devise and bequeath to be divided equally share and share alike among those of my grandchildren only, who are hereinbefore named in this will said shares to be paid or deposited in the manner prescribed in the specific bequests and devises to them severally made."

8. That David W. Collison, the original Defendant named herein and the life tenant of the real estate devised to him by the second bequest in Item One of the aforesaid last will and testament, died intestate in Anne Arundel County, Maryland, on or about July 30, 1950, leaving surviving him only his widow, Minnie E. Collison, no child or children or descendants thereof having been living at the date of the will and no child or children having been born after the date of the will.

9. That under the aforesaid last will and testament of Nicholas G. Collison, the fee simple title to the hereinbefore described real estate, after the possibility of issue from the body of the said David W. Collison had become extinct on the day of the death of the said David W.Collison, that is to say, on or about July 30, 1950, vested at that time in the devisees of the rest and residue of the estate of Nicholas G. Collison.

10. That the devisees of the rest and residue of the estate of Nicholas G. Collison, as provided in item 16 of the hereinbefore mentioned last will and testament, are those of his grandchildren as were named somewhere in his last will and testament.

11. That by his last will and testament aforesaid, Nicholas G. Collison mentioned the names among others of the following of his grandchildren somewhere in the aforesaid last will and

testament:

(a) Raymond Brashears, who is now known as B,Raymond Brashears (a Petitioner herein), who has since married Rose Brashears (a Petitioner herein).

(b) David C. Dawson, who is otherwise known as David Clifton Dawson (a Petitioner herein), who has since married Yetive C. Dawson (a Petitioner herein).

(c) Elsie Petty, who is now Elsie Winstead Hutchinson (a Petitioner herein), who has since married Orion Neely Hutchinson (a Petitioner herein).

(d) Myrtle Collison, who is now Myrtle Collison Young (a petitioner herein) who has since married William O. Young (a petitioner herein).

12. That prior to the year 1939, with knowledge that your Petitioners and others were alternative remaindermen with a contingent interest in the hereinbefore mentioned real estate, the aforesaid life tenent, David W. Collison attempted to purchase from several of your Petitioners whatever interest they might respectively have in the hereinbefore mentioned real estate.

13. That although the said David W. Collison paid regularly all of the state and county real estate taxes which were levied on whatever real estate he owned in fee-simple, he failed to pay the same during the years 1937 and 1938 on the hereinbefore mentioned real estate of which he was the life tenant, notwithstanding the duty on him so to do which he owed, under the last will and testament of Nicholas G. Collison, aforesaid, to protect the real estate for the eventual remaindermen.

14. That the said life tenant, David W. Collison, failed and refused to pay the state and county real estate taxes levied upon the hereinbefore mentioned real estate in the years 1937 and 1938 for the purpose of having this real estate sold by the Treasurer of Anne Arundel County for taxes in arrears in order that he might acquire a purported fee-simple title to the same and thereby to purposely and intentionally defeat the interests of your Petitioners and others as contingent and alternative remaindermen to this property under the aforesaid last will and testament of Nicholas G.Collison.

15. That although the Treasurer of Anne Arundel County, acting pursuant to the authority vested in him by the Acts of 1931, Chapter 280, as amended by the Acts of 1935, Chapter 582, on February 10, 1938, notified the said David W. Collison by mail at the address as shown by the assessment records of Anne Arundel County, that if the taxes in arrears, interest, and costs, in the amount of $36.00 due from the said hereinbefore described real estate were not paid on or before the second Monday in October next ensuing, he would proceedat ten o'clock in the morning on that date at the Court House in Anne Arundel County to sell the property described in the notice to the highest bidder for cash, the said David W. Collison deliberately and for the purpose aforesaid, failed and refused to pay the said taxes in arrears, interest, and costs on the hereinbefore described property, although he had paid all taxes for the year 1937 on all other property in Anne Arundel County which he owned.

16. That the said David W. Collison in the manner and for the purposes aforesaid on October 10, 1938 purchased or purported to purchase the hereinbefore described real estate at the sale of the same by the Treasurer of Anne Arundel County in the name of his wife, Minnie E. Collison, for the sum of $36.00 which was paid to the Treasurer for the taxes in arrears, interest, and costs.

17. That the Treasurer of Anne Arundel County reported the hereinbefore described tax sale to theCircuit Court for Anne Arundel County in a cause entitled, "In the Matter of the Tax Sale of the Land of David W. Collison", Tax Sale No. 4276, which is recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93 (a certified copy of which proceedings and a photostat copy of all exhibits therein are filed herewith, marked "Petitioners' Exhibit No. 1", and is prayed to be taken as a part hereof).

18. That after the hereinbefore mentioned tax sale had been ratified on November 2, 1939, by the Circuit Court for Anne Arundel County, Joseph H. Pepper, late Treasurer of Anne Arundel County,

and The Board of County Commissioners of Anne Arundel County, a body corporate, made, executived, and delivered to the said defendant, Minnie E. Collison, wife of the said life-tenant, David W.Collison, a purported deed which was dated on December 19, 1939, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 210, folio 212, and which purported to convey to the said Minnie E. Collison, in fee-simple, the lot of land sold by the Treasurer in the hereinbefore described tax sale proceedings (a certified copy of which deed is filed in the original proceedings herein marked "Plaintiffs' Exhibit A").

19. That the Board of County Commissioners of Anne Arundel County joined in the deed last before mentioned to the said Minnie E. Collison, although the County Commissioners had not purchased the property mentioned in the said tax sale proceedings nor had they ever received a deed from the Treasurer of Anne Arundel County for the same.

20. That the tax sale proceedings aforesaid conducted by the Treasurer on October 10, 1938, in which the hereinbefore mentioned real estate was purported to have been sold, was invalid and is null and void, for that:

(a) The description of the hereinbefore described property as contained among the assessment records of Anne Arundel County prior to such tax sale proceedings and used throughout such proceedings is insufficient under Article 2, Section 491 of the Code of Anne Arundel County for the Circuit Court to have assumed jurisdiction over such tax sale proceedings, to have given constructive notice to the owners or anyone claiming any interest in the hereinbefore described property, including your Petitioners, that their property was about to be sold, or to have apprised prospective buyers of which property it was that the Treasurer proposed to sell.

(b) The Treasurer failed to exercise his duty which the law has imposed upon him to sell or to offer for sale, first, no more of the land upon which the taxes are in arrears as is reasonably necessary to pay the taxes and charges due thereon where the land is divisible without loss, the property hereinbefore described being easily divisible without loss and being separated into two parcels by a state road.

(c) The Treasurer did not comply with the law under which the purported tax sale was conducted, when, instead of having the advertisement notice published "for four successive weeks prior to the second Monday in September" he had the notice published in two weekly newspapers four times each, neither of which gave four weeks' notice of sale or 28 days since the period of days covered by the published notices between the first insertion and the last was 24 days in the case of one newspaper and 25 days in the case of the other, instead of 28 days or four full weeks.

(d) The sessors of Anne Arundel C nty erroneously listed the hereinbefore described property among the assessment records in the name of the life-tenant without listing it also in the name of even any one of your Petitioners or without inducating that the only interest that the said David W. Collison had in the aforementioned real estate was a life interest; and that the Treasurer when he mailed the tax sale notice to David W. Collison alone without mailing a similar notice to any of your Petitioners mailed a notice which was void as to your Petitioners.

(e) In one or more of the newspaper advertisements of tax sales on October 10, 1938, the property hereinbefore described was listed in the name of "David W. Collinson"rather than in the form of "David W. Collison", the correct name of the life-tenant, although the name of the life-tenant was spelled correctly as "David W. Collison" on the assessment records and in the aforementioned tax sale proceedings.

21. That your Petitioners, who had neither actual nor constructive notice of said tax sale proceedings, were and are willing and able to pay their proportionate share of the taxes in arrears or the entire taxes in arrears in order to save whatever interest they might have had in the hereinbefore mentioned real estate if they would have had such notice.

22. That the said life-tenant, David W. Collison, and his wife, the said Minnie E.Collison, in the manner and for the purposes aforesaid, waited until September 8, 1944, nine months after the Acts of 1943, Chapter 761 (Ann Code, Art. 81, S 72-90) took effect, and on that date had James A.Walton, the then Treasurer of Anne Arundel County, issue, under Section 891, to the defendant Minnie, E.Collison, Anne Arundel County Tax Sale Certificate No. 1 for the property purported to have been sold in the aforementioned tax sale proceedings (which was the first Tax Sale Certificate to be issued under the Act of 1943 in Anne Arundel County), which certificate is filed in the original proceedings herein marked "Plaintiffs' Exhibit B".

23. That the said Minnie E.Collison purported to assign for a consideration of $3,600.00 on September 20, 1944 the hereinbefore described Tax Sale Certificate to Thomas E. Collison and Etta Mae Collison, his wife, the said Thomas E. Collison (also known as Thomas Edward Collison) being the nephew of the said life-tenant, David W. Collison, and being also a grandson of the said testator, Nicholas G. Collison, but not a devisee under his last will and testament aforesaid.

24. That the said Minnie, E. Collison her never conveyed by deed of record to anyone the interest which she was purported to have received in the hereinbefore described real estate by the aforesaid deed from Joseph H. Pepper, late Treasurer of Anne Arundel County, and the Board of County Commissioners of Anne Arundel County.

25. That on the last mentioned date, also, the said Thomas E. Collison and Etta Mae Collison, his wife, filed their bill of complaint herein for the purpose of foreclosing whatever equity of redemption in and to the hereinbefore mentioned real estate which your Petitioners and others as alternative and contingent remaindermen might have had at some future date, and to attempt to vest in the said Thomas E. Collison and Etta Mae Collison, the fee-simple title thereto by virtue of the aforesaid Act of 1943.

26. That at the time they received delivery of the aforesaid tax sale certificate, at the time they paid the hereinbefore recited sum of money in consideration thereof, and at the time they filed their aforesaid bill in equity, the said Thomas E. Collison and Etta Mae Collison, his wife, had actual and constructive knowledge of the matters hereinbefore recited; and further, that they wilfully, deliberately, and intentionally failed to give constructive or actual notice to any of your Petitioners or others who were alternative and contingent remaindermen that they were about to file or had filed such a bill in equity as hereinbefore described.

27. That a decree has been passed in this cause on December 28, 1944, by this Honorable Court which provides in part that "all rights of redemption of all defendants whether named or not and of all persons having or claiming to have any interest in the property..... be and they are hereby forever foreclosed"; that "an absolute and indefeasible title" is vested in Thomas E. Collison and wife "in fee simple"; and that Noah A. Hillman was named the trustee to execute a deed to the complainants in this case.

28. That such part of the decree passed as aforesaid which named Noah A. Hillman as trustee to execute a deed to the com-

plainants did not comply with the Acts of 1943, Section 1, paragraph 90-O, which provides that the final decree shall direct the Collector to prepare and execute such deeds.

29. That by a deed bearing the date of January 8, 1945, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 323, folio 121, Noah A. Hillman, Trustee, purported to convey unto the said Thomas E. Collison and Etta Mae Collison, his wife, as tenants by the entireties, in fee-simple, the hereinbefore mentioned real estate (a certified copy of which deed is filed herewith, marked "Petitioners' Exhibit No. 2, and is prayed to be taken as a part hereof).

30. That throughout the original proceedings in this cause the property in question was described with no more sufficiency than it had been in the hereinbefore recited tax sale proceedings conducted by the Treasurer of Anne Arundel County; and that therefore your Petitioners and others were given no more constructive notice of the location of the property involved than they were in the said tax sale proceedings.

31. That the said Thomas E. Collison and Etta Mae Collison, his wife, as parties plaintifss in the original proceedings herein, wilfully, deliberately, and intentionally failed to make as parties defendants your Petitioners and the other alternative and contingent remainderman in the hereinbefore described real estate, although the Acts of 1943, Chapter 761, paragraph 90 C, provides that "the owners of the property as disclosed by a search of the Land Records of the County, of the records of the Register of Wills of the County, and of the records of any court of law or equity of the County" shall be defendants therein; that the said Thomas E. Collison and Etta Mae Collison, his wife, had constructive knowledge, from the will of the testator, Nicholas G. Collison, recorded as aforesaid, that your orators and others were alternative and contingent remaindermen who would be vested as tenants-in-common of the hereinbefore mentioned real estate in fee-simple whenver the said life-tenant, David W. Collison, should die without

children or descendants of children surviving him; that the said Thomas E. Collison and Etta Mae Collison, his wife, had actual knowledge that the said life-tenant, David W. Collison, had had no child or children or descendants thereof living at the date of the will nor any child or children born after the date of the will at the time that their bill in this cause was filed and that there was only a small possibility that any children would be born to the said life-tenant, David W. Collison; and that the said Thomas E. Collison and Etta Mae Collison, his wife, had actual knowledge at the time that they filed their said bill that your Petitioners and others were alternative remaindermen who would be vested as tebabts-in-common of the hereinbefore described real estate in fee-simple whenever the said David W. Collison should die without children or descendants of children surviving him.

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32. That the said Thomas E. Collison and Etta Mae Collison, his wife, at the time they filed their aforesaid bill in this cause, with actual knowledge that your Petitioners and others were alternative remaindermen who would be vested as tenants-in-common of the hereinbefore described real estate in fee-simple whenver the said life-tenant, David W.Collison should die without children or descendants of children surviving him, with actual knowledge that the said life-tenant, David W. Collison, had had no child or children or descendants thereof living at the date of the will nor any child or children born after the date of the will at the time that their bill was filed, and with actual knowledge that there was only a small possibility that any children would be born to the said life-tenant, David W. Collison, were at least under a duty to give actual notice to your Petitioners or some of them that they were bringing such a suit to foreclose their equity of redemption and to bar their right, title, interest, and estate in and to the hereinbefore described real estate, whether or not all such alternative remaindermen had been given constructive notice of such a suit.

33. That the said Thomas E. Collison and Etta Mae Collison

his wife, had actual knowledge that your Petitioners or some of them would have resisted any attempt to bar their right, title, interest, and estate in and to the hereinbefore mentioned real estate if they had been given actual or constructive notice of the bill in equity filed in this cause.

34. That although your Petitioners would have been and are still willing to attack the validity of the hereinbefore described tax sale proceeding had they been given actual or constructive notice that the said Thomas E. Collison and Etta Mae Collison, his wife, were planning to foreclose the equity of redemption in and to such hereinbefore mentioned real estate and to acquire the fee-simple title thereto, they were never informed that the decree in this cause had been passed until they made inquiry afterwards beyond the time when the aforesaid Thomas E. Collison and Etta Mae Collison, his wife, had purportedly conveyed various parcels out of the said hereinbefore described property to several of the respondents herein, who had already erected improvements thereon, all in the lifetime of the said David W. Collison.

35. That the said life-tenant, David W. Collison, in furtherance of his purposes hereinbefore described and in the manner aforesaid, deliberately and intentionally did not answer the bill filed in this cause by the said Thomas E. Collison and Etta Mae Collison, his wife, within the period allowed, after he had been subpoenaed, although he was under a duty, as aforesaid, to protect the hereinbefore mentioned property for the eventual remaindermen; and thus this cause was allowed to proceed by way of a decree pro confesso which was passed herein.

36. That the testimony which was filed in this cause on December 22, 1944, reflects the actual and constructive knowledge of the matters and facts hereinbefore recited which the testifying witnesses, the said life-tenant, David W. Collison, his wife, Minnie E. Collison, and the said Thomas E. Collison, possessed, by the deliberate and intentional omission therefrom of any testimony which might show that persons other than the

named defendant in the cause had or might claim to have any right, title, interest, or estate in and to the hereinbefore described real estate.

37. That the decree which was passed as aforesaid in this cause on December 28, 1944, was not passed in accordance with Rule 16 of the General Equity Rules, inasmuch as the decree pro confesso in said cause was passed on December 1, 1944.

38. That your Petitioners were not given constructive notice that this suit in equity had been filed against them; but in any event that the Acts of 1943, Chapter 761, Section 1, paragraph 90C is invalid, null, and void, for that:

> (a) Said paragraph violates Article 23 of the Declaration of Rights of Maryland, which provides, "That no man ought to be taken or imprisoned or disseised of his freehold, liberties, or privileges, or outlawed, or exiled, or in any manner destroyed, or deprived of his life, liberty or property, but by the judgment of his peers or by Law of the Land."
>
> (b) Said paragraph violates Article 14 of the Amendments to the Constitution of the United States, which provides in Section 1 partly as follows: "...nor shall any State deprive any person of life, liberty, or property, without due process of law;..."

39. That by a deed bearing the date of March 2, 1946, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 354, folio 215, the said Thomas Edward Collison and Etta Mae Collison, his wife, purported to convey unto Marshall Barnes and Frances W. Barnes, his wife, lots numbered five (5), six (6), Seven (7), and eight (8) on "an unrecorded plat of a subdivision of Tom Collison's Property, the portion lying to the North of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and land surveyor, in February, 1946" and described by metes and bounds, courses and distances, being part of the hereinbefore mentioned real estate (a certified copy of which deed is filed herewith, marked Petitioners' Exhibit No.3", and is prayed to be taken as a part hereof) (a photostat copy of the work sheet of which plat by J. R. McCrone is filed herewith, marked "Petitioners' Exhibit No. 4", and is prayed to be taken as a part hereof.

40. That by a mortgage bearing the date of September 9, 1946, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 381, folio 18, the said Marshall Barnes and Frances W. Barnes, his wife, purported to convey the legal title in and to said lots numbered five (5), six (6), seven (7), and eight (8) on the aforesaid plat to the defendant, The Annapolis Banking and Trust Company, a corporation, which mortgage is still unreleased of record (a certified copy of which mortgage is filed herewith, marked "Petitioners' Exhibit No. 5", and is prayed to be taken as part hereof.)

41. That the said Respondent The Annapolis Banking and Trust Company, at the time such aforesaid mortgage was made, executed and delivered, had both constructive and actual notice of the right, title, interest, and estate in and to the aforementioned real estate which your Petitioners now claim; and that notwithstanding such notice, the said Respondent bank waived such outstanding interests and accepted such mortgage and placed it on record.

42. That by a deed bearing the date of January 19, 1950, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 554, folio 352, the said Marshall Barnes and Frances W. Barnes, his wife, purported to convey unto the Respondents, Paul D. Collison and Lois V. Collison, his wife, as tenants by the entireties in fee-simple, the aforesaid lots numbered five (5), six (6), seven (7), and eight (8) on the aforesaid plat, subject to the mortgage last hereinbefore mentioned (a certified copy of which deed is filed herewith, marked "Petitioners' Exhibit No. 6, and is prayed to be taken as a part hereof).

43. That the said Respondents, Paul D. Collison and Louis V. Collison, his wife, at the time said last aforesaid deed was made, executed, and delivered, had both constructive and actual notice of the right, title, interest, and estate in and to the aforesaid described property which your Petitioners now claim; that notwithstanding such notice, the said Respondents, Paul D. Collison and Lois V. Collison, his wife, waived such outstanding interests -

and accepted such deed and placed it on record; and that the said Respondents, Paul D. Collison and Louis V. Collison, his wife, still claim to be the owners of such lots as disclosed by the land records of Anne Arundel County.

44. That by a deed bearing the date of February 3, 1950, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 556, folio 410, the said Thomas Edward Collison and Etta Mae Collison, his wife purported to convey unto the Respondents, Harry Orme and Cora V. Orme, his wife, as tenants by the entiroties in fee simple, lots numbered seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two(22), twenty-three (23), twenty-four (24), and twenty-five (25) on the aforesaid plat and described therein by metes and bounds, courses and distances, being part of the hereinbefore mentioned real estate (a certified copy of which deed is filed herewith, marked "Petitioners' Exhibit No. 7", and is prayed to be taken as a part hereof).

45. That the said Respondents, Harry Orme and Cora V. Orme, his wife, at the time such last aforesaid deed was made, executed, and delivered, had both constructive and actual notice of the right, title, interest, and estate in and to the aforesaid described real estate which your Petitioners now claim; and that notwithstanding such notice, the said Respondents, Harry Orme and Cora V. Orme, his wife, waived such outstanding interests and accepted such deed and placed it on record; and that the said Harry Orme and Cora V. Orme, his wife, still claim to be the owners of such lots as disclosed by the land records of Anne Arundel County.

46. That by a mortgage bearing date February 3, 1950, and recorded among the land records of Anne Arundel County in Liber J. H.H. No. 556, folio 413, the said Respondents Harry Orme and Cora V. Orme, his wife, purported to convey the legal title in and to said lots numbered seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22, twenty-three (23), twenty-four (24), and twenty-five (25) on the

aforesaid plat to the said Thomas Edward Collison and Etta Mae Collison, his wife, as tenants by the entireties, which mortgage is still unreleased of record (a certified copy of which mortgage is filed herewith, marked "Petitioners' Exhibit No. 8, and is prayed to be taken as a part hereof).

47. That the said Thomas Edward Collison and Etta Mae Collison, his wife, at the time such last aforesaid mortgage was made, executed, and delivered, had both constructive and actual notice of the right, title, interest, and estate in and to the hereinbefore described property which your Petitioners now claim; and that notwithstanding such notice, the said Thomas Edward Collison and Etta Mae Collison, his wife, waived such outstanding interests and accepted such mortgage and placed it on record.

48. That by a deed bearing the date of February 28, 1950, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 568,folio 236, the said Thomas Edward Collison and Etta Mae Collison his wife, purported to convey unto the Respondent, J. D. Hedin (also known as John D. Hedin) in fee-simple, lots numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the aforesaid plat and described therein by metes and bounds, courses and distances, being part of the hereinbefore mentioned real estate (a certified copy of which deed is filed herewith, marked "Petitioners' Exhibit No. 9", and is prayed to be taken as a part hereof).

49. That the said Respondent, J.H. Hedin, at the time such last aforesaid deed was made, executed, and delivered, had both constructive and actual notice of the right, title, interest, and estate in and to the aforementioned real estate which your Petitioners now claim; and that notwithstanding such notice, the said Respondent, J. D. Hedin, waived such outstanding interests and accepted such deed and placed it on record; and that the said J. D. Hedin still claims to be the owner of said lots as disclosed by the land records of Anne Arundel County.

50. That by a mortgage bearing the date of February 8, 1952, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 666, folio 528, the said Respondent, John D. Hedin, and Emma J. Hedin, his wife, also a Respondent herein, purported to convey the legal title in and to said lots numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the aforesaid plat, along with that of other real estate not here involved, to the Respondent, the National Central Bank of Baltimore, a corporation, which mortgage is still unreleased of record (a certified copy of which mortgage is filed herewith, marked "Petitioners' Exhibit No. 10, and is prayed to be taken as a part hereof).

51. That the said Respondent, the National Central Bank of Baltimore, at the time such last aforesaid mortgage was made, executed, and delivered, had both constructive and actual knowledge of the right, title, interest, and estate in and to the hereinbefore described real estate which your Petitioners now claim; and that notwithstanding such notice, the said Respondent, the National Central Bank of Baltimore, waived such outstanding interests and accepted such mortgage and placed it on record.

52. That the said Thomas E. Collison and Etta Mae Collison, his wife, have actually subdivided or had planned to subdivide, for the purpose of attempting to convey away the hereinbefore mentioned real estate, most of said real estate into lots; that the hereinbefore described plat covered that part of the within described real estate that lies on the west side of the Mayo State Road; and that the said Thomas E. Collison and Etta Mae Collison, his wife, had a second plat and subdivision planned in March, 1950, by J. R. McCrone, registered professional engineer and land surveyor, covering that part of the hereinbefore mentioned real estate which lies on the east side of the Mayo State Road (a photostat copy of which second plat or plan is filed herewith, marked "Petitioners' Exhibit No. 11", and is

prayed to be taken as a part hereof).

53. That your Petitioners believe and therefore aver that certain portions of the hereinbefore mentioned real estate which lie on the east side of the Mayo State Road and which may include that lot of ground which has been designated on the last hereinbefore mentioned plat or plan as "Lot 'B'" (and which portions are improved by what is commonly known as the original dwelling house of Nicholas G. Collison, the testator, having been erected before the death of the said testator) have been purportedly sold heretofore by the said Thomas E. Collison and Etta Mae Collison, his wife, under a contract of sale to the Respondents, Thomas H. Behlke and Helen Behlke, his wife, or one of them, and who, by virtue of which, claim to be the owner or owners of an equitable interest in and to such portions.

54. That the said Respondents, Thomas H. Behlke and Helen Behlke, his wife, or either of them waived such outstanding interests, and since the time that they or either of them has entered into such contract of sale have paid and still continue to pay to the said Thomas E. Collison and Etta Mae Collison, his wife, installments of money under the said contract of sale.

55. That on June 2, 1953, Joseph D. Lazenby, employed by your Petitioners, and George E. Bryant, employed by the said Thomas E. Collison and Etta Mae Collison, his wife, both licensed real estate brokers residing in Anne Arundel County, appraised all of the hereinbefore described real estate, without improvements, at $38,000.00 and appraised the improvements thereon at $120,500.00, which appraisal reflects values at the time of the death of the aforesaid life-tenant, David W. Collison, as well as present values (a copy of which appraisal report is filed herewith, marked "Petitioners' Exhibit No. 12", and is prayed to be taken as a part hereof).

56. That although several of your Petitioners had, sometime prior to the year 1939, as hereinbefore recited, been approached by the said life-tenant, David W. Collison, concerning the sale

to him of their right, title, interest, and estate in and to the hereinbefore described real estate, which offer they declined, your Petitioners were not aware that the aforesaid tax sale had occurred or that the aforesaid bill in equity to foreclose the equity of redemption in and to such property had been filed, or that a decree herein had passed until a considerable time afterwards when rumors began to circulate among those of your Petitioners who reside in Anne Arundel County that improvements were appearing on the hereinbefore mentioned real estate.

57. That afterwards several of your Petitioners began to assemble a clearer picture of the events that have been heretofore recited and before they could even attempt to prepare to bring legal action against the aforesaid life-tenant, David W. Collison, or his wife, the said Minnie E. Collison, or Thomas E. Collison and Etta Mae Collison, his wife, or any of the purported grantees of the said Thomas E. Collison and Etta Mae Collison, his wife, the said life-tenant, David W. Collison died in Anne Arundel County, Maryland, on or about July 30, 1950, leaving surviving him only his widow, the said Minnie E. Collison, no children or descendants of any children having survived him.

58. That the contingency, which made the interests of your Petitioners vested, under the aforesaid will of the testator, Nicholas G. Collison, occurred with the death of the aforesaid life tenant, David W. Collison, without surviving descendants, as aforesaid, on or about July 30, 1950, that is, on the day that the possibility of issue from the body of the life-tenant had become extinct.

59. That since the day of the death of the said life-tenant, David W. Collison, on July 30, 1950 without descendants, as aforesaid, your Petitioners claim that the fee-simple title to the hereinbefore mentioned real estate vested in them and the other alternative and contingent remaindermen under the will of the testator, Nicholas G. Collison, as tenants-in-common; and that your Petitioners have worked conscientiously and diligently

since the time that they discovered the appearance of improvements on this real estate to gather the vast amount of information and evidence which is needed to obtain redress of their grievances.

60. That after finally completing the enormous task of gathering and compiling the information and evidence necessary for the prosecution of their claim, and after much time and effort spent by counsel in legal research and in preparing your Petitioners' complaint in proper form for presentation to this Honorable Court, your Petitioners filed on September 19, 1953, a Bill in equity (No. 10,811) alleging all of the matters aforementioned and praying for appropriate relief; that demurrers to said Bill were filed by certain of the Defendants named therein, and after consideration of the case the Court sustained the demurrers aforementioned, without prejudice to your Petitioners' right to file their Petition herein to reopen these proceedings.

Wherefore, your Petitioners pray:

(1) That the Court re-open the proceedings herein;

(2) That the tax sale proceedings known as Tax Sale No. 4276, entitled, "In the Matter of the Tax Sale of the Land of David W. Collison", may be declared null and void;

(3) That the decree of this Court heretofore passed herein may be declared null and void.

(4) That the Acts of 1943, Chapter 761, Section 1, Paragraph 90C may be declared unconstituional, null, and void.

(5) That the hereinbefore mentioned deeds made and executed by the said Thomas E. Collison and Etta Mae Collison, his wife, wherein certain parcels of the aforesaid real estate were purportedly conveyed to certain of the Respondents herein, may be cancelled and declared null, void, and of no effect.

(6) That the hereinbefore mentioned mortgages made and executed by certain of the Respondents herein who were the purported grantees of the said Thomas E. Collison and Etta Mae Collison, his wife, insofar as they may be a lien upon any of the real estate hereinbefore mentioned, may be cancelled and declared null, void, and of no effect.

LIBER 112 PAGE 20

(7) That the Court adjust the equities among the parties and fix the amount necessary for redemption of the hereinbefore described property by your Petitioners.

(8) That the original complainants herein, Thomas Edward Collison and Etta Mae Collison, his wife, and the Respondents named in this Petition be required to show cause why the prayers in this Petition shall not be granted.

(9) And for such other and further relief as the Court may deem proper.

And, as in duty bound, etc.

Marvin I. Anderson

Malcolm B. Smith

Solicitors for Complainants
20-J West Street
Annapolis, Maryland

ORDER

Upon consideration of the aforegoing Petition, it is this 17th day of March, 1954 by the Circuit Court for Anne Arundel County ORDERED: That the original Plaintiffs herein, Thomas Edward Collison and Etta Mae Collison, his wife, and the Respondents, Minnie E. Collison, Paul D. Collison and Lois V. Collison, his wife, The Annapolis Banking and Trust Company, Harry Orme and Cora V. Orme, his wife, John D. Hedin and Emma J. Hedin, his wife, National Central Bank of Baltimore, Thomas H. Behlke and Helen Behlke, his wife, shall make their appearance in this Court, within fifteen (15) days after service of a copy of this Petition and Order upon them, and show cause why the prayers in said Petition should not be granted.

Benjamin Michaelson

Judge

LIBER 112 PAGE 23 /

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

v PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITION TO RE-OPEN PROCEEDINGS

Order: March 17, 1954

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

Order filed 17 Mar., 1954.

THE DAILY PRESS PRINTING COMPANY

~~(COMPLAINANTS' EXHIBIT NO. 5)~~

No. 4276

JOSEPH H. PEPPER,
County Treasurer

In the Matter of the Tax Sale of the

Land of

David W. Collinson

in the 1st Election District

TREASURER'S REPORT OF SALE

Filed Nov. 7 - 1938

Order Nisi Aug. 29 - 1939

Final Order of Ratification of Sale

Nov 2 - 1939

IN THE MATTER OF THE TAX SALE	:	IN THE
OF THE LAND OF	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
David W. Collinson	:	STATE OF MARYLAND

THE REPORT OF JOSEPH H. PEPPER, County Treasurer of Anne Arundel County who was Treasurer at the time of default in payment of taxes, for the year 1937 respectfully shows:

1st. That he was duly appointed, bonded and qualified County Treasurer for Anne Arundel County and chargeable with the collection of said taxes for the year 1937.

2nd. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 280 of the Acts of the General Assembly of Maryland 1931, as amended by Chapter 582 of the Acts of 1935, as soon as the tax levy for the year 1937 was made, tax-bills of each taxpayer were prepared, and, upon application, he either forwarded by mail or delivered in person said tax-bills to the person or persons, or corporation, to whom the property included in said bills was assessed and on the 10th day of October 1938, there was due by the owner of a lot of ground in the 1st Election District of said county, particularly described in The Assessment Records for Anne Arundel County, recorded in the Assessment Records of Anne Arundel County, in District, No. 1st,

~~Filed 19 Sept, 1933~~ ~~Complainant's Exhibit No 5~~ Petitioners' Exhibit No. 1

folio c-54 &c., to David W. Collinson and which by reference to said Assessment Records for Anne Arundel County will fully appear, being 20 Acres & Imp. at Mayo, A.A.Co., Md. certain State and County Taxes for the year 1937, which, under the Act of Assembly in such cases made and provided, it became the duty of the undersigned to collect, which said lot of ground was assessed to David W. Collinson.

3rd. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of ground, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs, including that of levy, was mailed to the said David W. Collinson on the 10th day of February, 1938, being his last known address, or the address shown on the Assessment books of said county, together with a notice that if the said bill for taxes, interest and costs were not paid by the Second Monday in October, 1938, the property levied upon would be sold at public sale.

4th. The said Treasurer having published said last and notice in Alphabetical order by Election Districts in their numerical order for four successive weeks prior to the Second Monday in September, 1938, in two newspapers printed and published in the City of Annapolis, County of Anne Arundel, said advertisement giving time, terms and place of sale, did attend at the Court house door, in the City of Annapolis, about the hour of 10 A.M., on the 10th day of October, 1938 and did then and there, offer said lot of ground, at public sale, and sold the same for cash to Minnie E. Collison of Anne Arundel County, a body corporate, at and for the sum of $36.00, current money, it being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

4th. A. The above mentioned sales price is divided as follows:

Taxes, interest, and advertising cost	$25.42
Treasurer's fee for selling	
Order Nisi	4.00
Cost of Recording	6.00
Held in trust	$ .58
	36.00

5th. That all the provisions of the Act of Assembly in the premises were duly complied with and in accordance with law.

6th. The undersigned begs leave to file with this report the following exhibits as part thereof:

1st. Exhibit No. 1. - Copy of levy and notice.

2nd. Exhibit No. 2. - Copy of advertisements and certificates.

All of which is respectfully submitted,

Joseph H. Pepper
Treasurer and Collector of County,
School and States Taxes for A.A.Co.

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

I hereby certify that on this ____day of Nov. - 7, 1938, 19__, before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Joseph H. Pepper. Treasurer of said County, and made oath in due form of law, that the matters and things stated above are true to the best of his knowledge and belief.

Foster C. Maynard
Deputy Clerk of the Circuit Court
for Anne Arundel County.

ORDER NISI

IN THE MATTER OF THE TAX SALE OF	:	IN THE CIRCUIT COURT FOR
THE LAND OF	:	ANNE ARUNDEL COUNTY.
David W. Collinson	:	AUG. 29, 1939, 19___

ORDERED, That the sale of the land in the _____Election District of Anne Arundel County assessed to David W. Collinson, made and reported by Joseph H. Pepper, Treasurer of said county,

be ratified and confirmed, unless cause to the contrary thereof be shown on or before the _____day of Sep. 29, 1939, next; provided a copy of this order be inserted in some newspaper published in said county one in each of three successive weeks before the _____day of Sep. 29, 1939, next.

Purchaser Minnie E. Collison
$36.00

Ridgely P. Melvin
Judge Fifth Judicial Circuit
of Maryland

FINAL ORDER OF RATIFICATION

IN THE MATTER OF THE TAX SALE OF	:	IN THE CIRCUIT COURT FOR
THE LAND OF	:	ANNE ARUNDEL COUNTY.
David W. Collinson	:	_____,19___

ORDERED BY THE COURT, this 2nd day of Nov, 1939, that the sale made and reported by Joseph H. Pepper, Treasurer 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 that the Treasurer be allowed the proper expenses as he shall produce vouchers therefor.

Ridgely P. Melvin
Judge Fifth Judicial Circuit
of Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Treasurer's Report of Sale is truly taken and copied from No. 8794 Equity in the Circuit Court 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 31st day of August, 1953.

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

20 Acres & Imp Mayo LIBER 112 PAGE 28

David W Collinson
Mayo P O Maryland

Minnie E Collison
$36.00

NOTICE
of
ADVERTISEMENT AND TAX SALE

To County Commissioners of Anne Arundel County and State of Maryland, Dr. } JOSEPH H. PEPPER Treasurer

Dist. 1 Folio 45 Line 1

C-54

TAX LEVY 1937	BASIS	TAXES AND INT.
COUNTY TAX, R. and P.	900	19 35
SPECIAL TAX		
COUNTY INTANGIBLE		
COUNTY INTEREST		1 94
STATE TAX, R. and P.		2 00
STATE INTANGIBLE		
STATE INTEREST		13
ADVERTISEMENT		2 00
COURT NOTICES and FEES		10 00
[illegible]		
[illegible]		35 42

Because of Delinquent Taxes on Your Property

You are hereby notified, that if your taxes for the year 1937 and all taxes in arrears are not paid before August 1st, 1938, I will proceed to advertise this property for sale, then if not paid before the Second Monday in October 1938, together with interest accrued thereon, and the proportional costs of notice and fees, I will proceed at 10 o'clock A. M., on said Second Monday in October 1938 at the Court House in Anne Arundel County at Annapolis, Maryland, to offer your land and property to the highest bidder for cash.

This notice is given as required by the Public Local Laws of Maryland, Acts of 1931, Chapter 280, Section 495 (as amended by the Acts of 1935, Chapter No. 582).

JOSEPH H. PEPPER
County Treasurer.

(COMPLAINANTS' EXHIBIT NO. 5)

1-45. Collinson, David W. 20 Acres & Imp. situated at Mayo, A. A. Co. Taxes, Interest & Costs. $35.42.

OFFICE OF

THE SOUTHERN MARYLAND TIMES

Annapolis, Maryland

October 15, 1938

THIS IS TO CERTIFY

That the annexed advertisement of

NOTICE OF TAX SALE

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 12th day of September, 1938; that is to say the same was inserted in the issues of August 19, 26, September 2, 9, 1938.

THE SOUTHEN MARYLAND TIMES

THOMAS L. CHRISTIAN,

Business Manager.

(COMPLAINANTS' EXHIBIT NO. 5)

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LIBER 112 PAGE 30

OFFICE OF

Maryland Gazette & Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 19, 1938

We hereby certify, that the annexed Tax Sale Collinson, David W.

was published in

Maryland Gazette & Evening Capital

newspapers published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1938. The first insertion being made the 18th day of August, 1938.

THE CAPITAL-GAZETTE PRESS, INC.

By M. T. Rochlitz

[illegible] COLLINSON, DAVID W. 20 [illegible] and improvements situated at Mayo. [illegible] Co. Taxes, interest and costs $35.42.

(COMPLAINANTS' EXHIBIT NO. 5)

4276

ORDER NISI

In the Circuit Court for Anne Arundel County. August 29, 1939.

In the Matter of Tax Sale of Land of David W. Collison.

Ordered, that the sale of the land in the First Election District of Anne Arundel County assessed to David W. Collison, made and reported by Joseph H. Pepper, late Treasurer of said county, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29TH DAY OF SEPTEMBER, 1939;

Provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 29th day of September, 1939.

The report states the amount of sales to be $30.00.

Purchaser—Minnie E. Collison.

RIDGELY P. MELVIN,
Judge Fifth Judicial Circuit of Maryland.

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

No. MG_____

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Oct 16, 1939

We hereby certify, that the annexed Order Nisi Tax Sale

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 29th day of Sept, 1939. The first insertion being made the 14th day of Sept, 1939.

THE CAPITAL-GAZETTE PRESS, INC.

By W. J. Farrell

(COMPLAINANTS' EXHIBIT NO. 5)

LIBER 112 PAGE 32

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 1

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954.

~~(COMPLAINANTS' EXHIBIT NO. 8)~~

LIBER 112 PAGE 33

(INT. REV. STAMPS $3.30) (MD. STATE STAMPS $3.00)

THIS DEED, made this 8 day of January, 1945, by Noah A. Hillman, Trustee, Grantor, and Thomas E. Collison and Etta Mae Collison, his wife, Grantees, all of Anne Arundel County, State of Maryland.

Whereas, in pursuance of and by and under the authority vested in the said Noah A. Hillman, Trustee under a decree of the Circuit Court for Anne Arundel County, in Equity, dated December 28, 1944, in a certain Equity proceedings to foreclose the right of redemption in a certain tract of land, the suit titled "Thomas E. Collison, et ux, Plaintiffs, vs. David W. Collison, etc., Defendants," No. 8794 Equity, to convey the hereinafter described property.

Now, therefore, this Deed witnesseth, that for and in consideration of the premises and the sum of One Dollar ($1.00), the said Noah A. Hillman, Trustee does hereby, under and by virtue of the aforesaid decree, grant and convey unto the said Thomas E. Collison and Etta Mae Collison, his wife, as tenants by entireties, their heirs and assigns, in fee simple, all of the following described property located in the First Election District of Anne Arundel County and described as follows, that is to say:

All of that tract of land described in a deed dated August 14, 1899 from William D. Collison and Cora M. Collison, to Nicholas G. Collison, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 15, folio 205, and therein described by metes and bounds as containing twenty and three-tenths (20 3/10) acres of land, more or less, and being otherwise known as Lot No. 6 of the subdivision of a part of the real estate conveyed to Thomas H. Gaither, Trustee, by Thomas H. Gaither and others by deed dated July 15, 1890 and recorded among the Land Records aforesaid in Liber S.H. No. 37, folio 323. Save and Excepting therefrom the lot of ground containing one-fourth (1/4) acre which the said Nicholas G. Collison on March 31, 1900 conveyed to Mayo Beneficial Association, the deed being recorded among the said Land Records in Liber G.W. No. 17, folio 234.

Being also the same property mentioned in the deed dated December

~~Filed 19 Sept, 1953~~ ~~Complainants Exhibit No 8~~ Petitioner's Exhibit No. 2

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19, 1939 from Joseph H. Pepper, late Treasurer of Anne Arundel County, to Minnie E. Collison, recorded among the aforesaid land Records in Liber J.H.H. No. 210, folio 212, and also mentioned in Anne Arundel County Certificate of Tax Sale No. 1, said Certificate having been, on September 20, 1944, assigned by said Minnie E. Collison to the Grantees herein.

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

TO HAVE AND TO HOLD the above described lot of ground and premises unto and to the proper use and benefit of the said Thomas E. Collison and Etta Mae Collison, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

Witness the hand and seal of the said Grantor.

TEST: NOAH A. HILLMAN (SEAL)

LILLIAM M. FINE TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of January, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, 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

Recorded January 9 1945 - 11:10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 323 Folio 121 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 25th day of August, 1953.

John H. Hopkins 3rd.

John H. Hopkins, 3rd., Clerk

Dec'd Hillman to Collison

LIBER 112 PAGE 36

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 2

6 of 6

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954

~~(COMPLAINANTS' EXHIBIT NO. 10)~~

INT. REV. STAMP $1.10 - MD. STATE STAMP $.60

THIS DEED, Made this 2nd day of March in the year one thousand nine hundred and forty-six, by and between Thomas Edward Collison and Etta Mae Collison, his wife of Anne Arundel County, in the State of Maryland, of the first part, and Marshall Barnes and Frances W. Barnes, 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 Thomas Edward Collison and Etta Mae Collison, his wife do grant and convey unto the said Marshall Barnes and Frances W. Barnes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all those four lots of ground, situate, lying and being in First Election District of Anne Arundel County, aforesaid, and described as follows, that is to say:-

BEGINNING for the same at an iron pipe set on the west side of the State Road leading to Mayo; said beginning point being further located North 20 degrees 59 minutes East, 130 feet from a concrete monument set on the west side of said road at a point where the South 75 degrees East, 1171.5 foot line of the whole tract of land described in a recent conveyance from Noah A. Hillman, Trustee to Thomas E. Collison and wife, by deed dated January 9, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 121, intersects the west side of said county road; thence from said beginning point and at right angles to the State Road, North 69 degrees 01 minutes West, 300 feet to an iron pipe; thence at right angles, North 20 degrees 59 minutes East, 100 fet to an iron pipe; thence at right angles, South 69 degrees 01 minutes East, 300 feet to an iron pipe set on the west side of the first mentioned State Road; thence with the West side of the same, South 20 degrees 59 minutes West, 100 feet to the place of beginning.

Being lots Nos. five, six, seven and eight, as shown on an unrecorded plat of a subdivision of part of Tom Collison's property, the portion lying to the North of the Mayo Road, made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in February,

~~Filed 19 Sept, 1949~~ ~~Complainants' Exhibit No. 10~~ Petitioners' Exhibit No. 3

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1946, said lots all lying within the limits of the above mentioned tract conveyed by Hillman to Collison.

BEING a part of the land which by deed dated January 8, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 121 was conveyed by Noah A. Hillman, Trustee to Thomas E. Collison and Etta Mae Collison, his wife.

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 lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Marshall Barnes and Frances W. Barnes, his wife, as tenants by the entireties, their heirs and assigns, in fee simple. Subject to these restrictions, viz: No part of the property to be sold to or occupied by Negroes or Mongolians; no dwelling to be erected at a cost of less than $2,000.00; no dwelling to be built or erected on any part of the land less than two- twenty five foot lots; no store or other commercial establishment to be maintained on said land. These restrictions shall run with the land and bind the grantees, their heirs and assigns. The grantors, for themselves, their heirs and assigns, agree to insert similar restrictions in all conveyances for the balance of the said tract lying to the North of said Mayo Road, and agree that the balance of the tract of land shall be subject to said restrictions from and after the date of this deed.

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

WITNESS the hand and seal of said grantors.

TEST: THOMAS EDWARD COLLISON (SEAL)

NOAH A. HILLMAN ETTA MAE COLLISON (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 2nd day of March in the year one thousand nine hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thomas Edward Collison and Etta Mae Collison, his wife the above named grantors, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) NOAH A. HILLMAN
Notary Public.

Recorded 26th March 1946, at 11:00 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 354 Folio 215 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 26th day of August, 1953.

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

Deed Collison to Barnes #

LIBER 112 PAGE 40

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 3

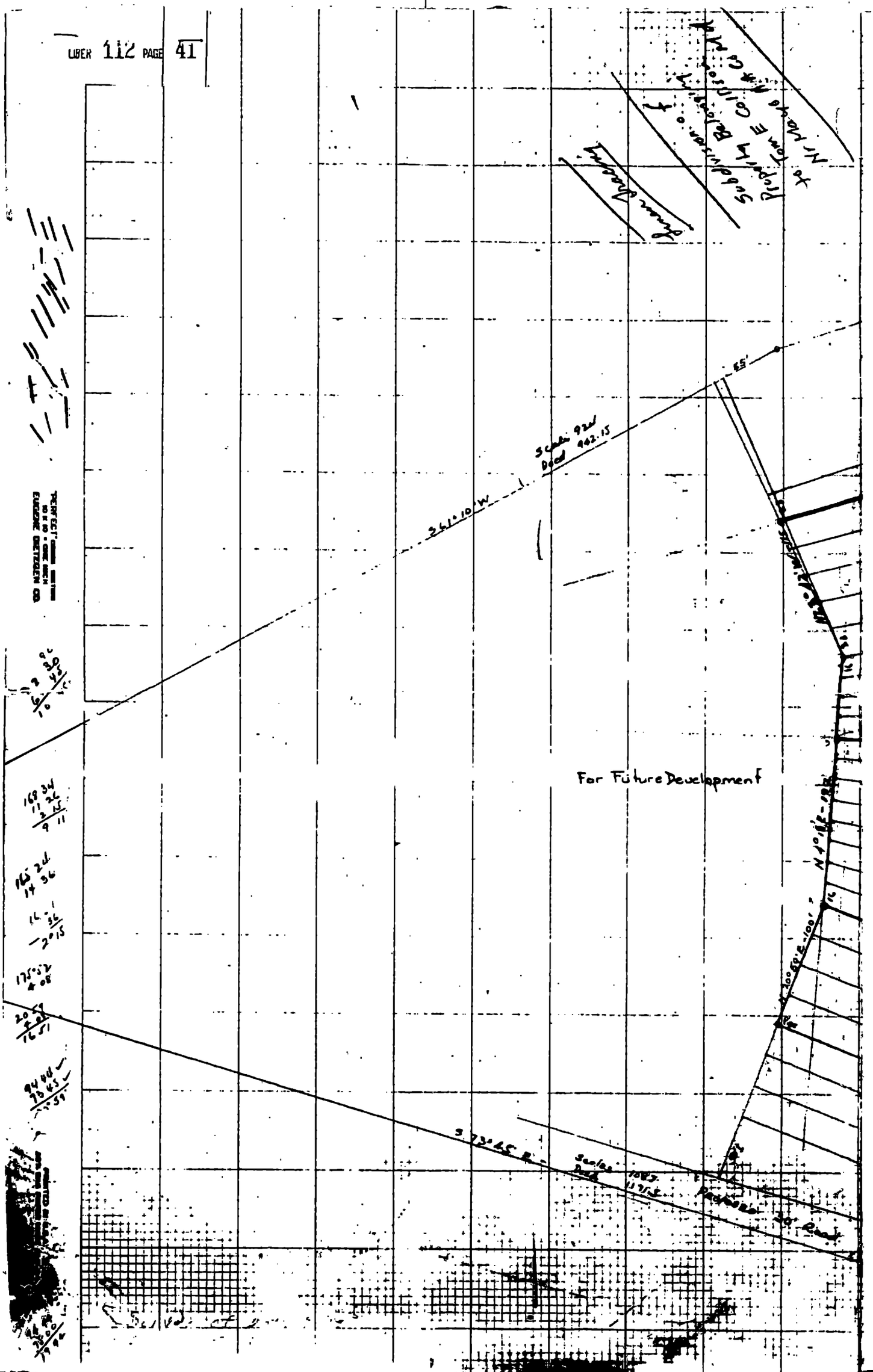
Pl. Ex. 7

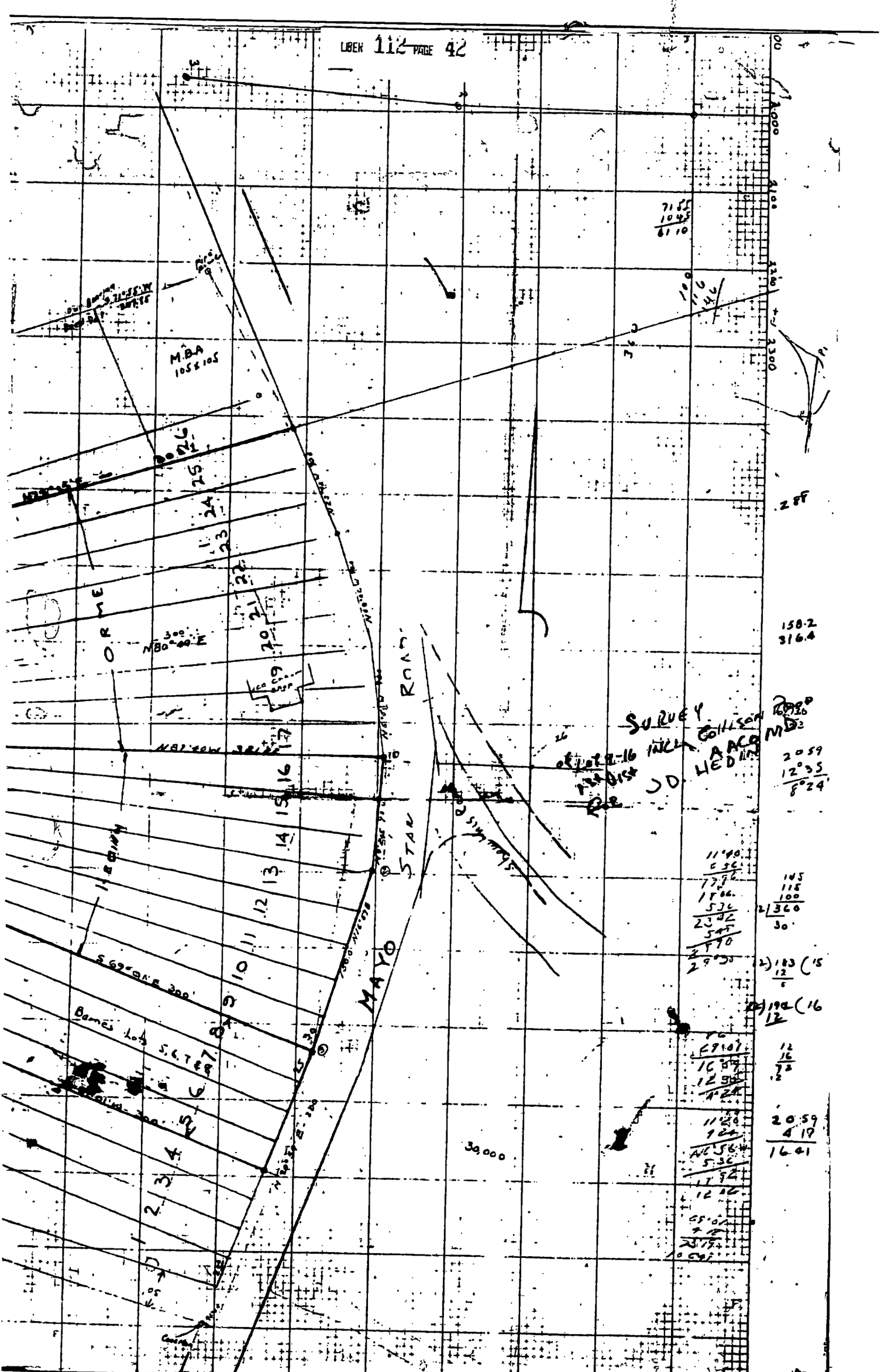
MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954.


Subdivision of Property Belonging to Tom E Collison
Scale 924
Deed 942.15
S 61°10' W
55'
For Future Development
S 73°45' E
Scales 1083
Deed 1175.5
Proposed 30' Road
EUGENE DIETZGEN CO.


M.B.A
105 x 105
ORME
MAYO
STAR
ROAD
SURVEY
Collison
AACOMB
HEDIN
Bames Lots 5,6,7 & 8
30,000
158.2
316.4
2059
12°35
8°24'
2059
4 19
16 41

LIBER 112 PAGE 43

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 4

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Received 23 Sept. 1954

~~(COMPLAINANTS' EXHIBIT NO. 12)~~

MD. STATE STAMP $10.50

THIS MORTGAGE, Made this 9th day of September, A.D. 1946, by and between MARSHALL BARNES and FRANCES W. BARNES, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor is justly indebted to the Mortgagee, on a promissory note of even date herewith, payable twenty-five years after date in the principal sum of Ten Thousand Five Hundred Dollars ($10,500.00), 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 Annapolis Banking and Trust Company, Annapolis, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-Five dollars and forty-four cents ($55.44), including interest, commencing on the 9th day of October, 1946, and on the 9th day of each and every month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 9th day of September, 1971; the Mortgagor reserves the right to make payments in excess of the stipulated monthly payments in any amount on any interest date and interest on any amount so paid shall abate; and,

WHEREAS, the parties hereto have agreed that this mortgage shall be executed for the purpose of securing the payment of said note, and,

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all those lots or parcels of ground situate, lying and being in the First Elect_on District of Anne Arundel County, Maryland, and described as follows:

Petitioners' Exhibit No. #5

~~Complainants' Exhibit No. 12~~
~~Filed 19 Sept., 1963.~~

BEGINNING for the same at an iron pipe set on the West side of the State Road leading to Mayo; said beginning point being further located North 20 degrees 59 minutes East, 130 feet from a concrete monument set on the West side of said road at a point where the South 75 degrees East 1171.5 foot line of the whole tract of land described in a _ecent conveyance from Noah A. Hillman, Trustee, to Thomas E. Collison and wife, by deed dated January 9, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 121, intersects the West side of said County Road; thence from said beginning point and at right angles to the State Road, North 69 degrees 01 minutes West, 300 feet to an iron pipe; thence at right angles, North 20 degrees 59 minutes East, 100 feet to an iron pipe; thence at right angles, South 69 degrees 01 minutes East, 300 feet to an iron pipe set on the West side of the first mentioned State Road; thence with the West side of the same, South 20 degrees 59 minutes West, 100 feet to the place of beginning.

BEING Lots Nos. five, six, seven and eight, as shown on an unrecorded plat of the subdivision part of Tom Collison's Property, the portion lying to the North of the Mayo Road, made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1946.

BEING the same property conveyed to the within named Mortgagors from Thomas Edward Collison and wife, by deed dated March 2, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 354, folio 215.

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

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

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 bw duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

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

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or imposisions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the sane, and any sum or sums so paid, by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Ten Thousand Five Hundred ($10,500.00) Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee, as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

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4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amount paid by any insurance company pursuant to the constract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and payd said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers, thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon

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giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars ($100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors,

administrators, successors and assigns, of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and bodies corporate shall be considered neuter gender.

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

WITNESS: MARSHALL BARNES (SEAL)

GLORIA N. BATES FRANCES W. BARNES (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September, 1946, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARSHALL BARNES and FRANCES W. BARNES, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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

(NOTARIAL SEAL) GLORIA N. BATES

NOTARY PUBLIC

RECORDED 9th September, 1946, at 10:50 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Mortgage was truly taken and copied from Liber J.H.H. No. 381 Folio 182 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 26th day of August, 1953.

John H. Hopkins 3rd.

John H. Hopkins, 3rd., Clerk

Barnes Morty

LIBER 112 PAGE 51
NO. 8794 EQUITY

THOMAS EDWARD COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 5

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954.

~~(COMPLAINANTS' EXHIBIT NO. 13)~~

NO TITLE EXAMINATION MADE

INT. REV. STAMPS $12.10 - MD. STATE STAMPS $12.10

THIS DEED made this nineteenth day of January, 1950, by and between Marshall Barnes and Frances W. Barnes, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter referred to as GRANTORS; and Paul D. Collison and Lois V. Collison, his wife, of said County and State, of the second part, hereinafter referred to as GRANTEES.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, and the additional consideration of a mortgage with the Annapolis Banking and Trust Company dated September 9, 1946, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 381, Folio 182, the said GRANTORS do hereby grant and convey unto the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple, all those four lots of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe set on the west side of the State Road leading to Mayo, said beginning point being further located North 20° 59' East, 130 feet from a concrete monument set on the west side of said road at a point where the South 75° East, 1171.5 foot line of the whole tract of land described in a recent conveyance from Noah A. Hillman, Trustee to Thomas E. Collison and wife, by deed dated January 9, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, Folio 121, intersects the west side of said County road; thence from said beginning point and at right angles to the State Road, North 69° 01' West, 300 feet to an iron pipe; thence at right angles, North 20° 59' East, 100 feet to an iron pipe; thence at right angles, South 69° 01' East, 300 feet to an iron pipe set on the west side of the first mentioned State Road; thence with the West side of the same, South 20° 59' West, 100 feet to the place of beginning.

Petitioners' Exhibit No. 6

~~Filed 19 Sept., 1959~~ ~~Complainants Exhibit No. 13~~ 81

BEING lots Nos. five, six, seven and eight, as shown on an unrecorded plat of a subdivision of part of Tom Collison's property, the portion lying to the North of the Mayo Road, made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in February, 1946, said lots all lying within the limits of the above mentioned tract conveyed by Hillman to Collison.

BEING a part of the land which by deed dated January 8, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, Folio 121, was conveyed by Noah A. Hillman, Trustee to Thomas E. Collison and Etta Mae Collison, his wife. Also BEING the same property conveyed to the within named GRANTORS by deed dated March 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 354, Folio 215.

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

TO HAVE AND TO HOLD the above described lots of ground unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple, subject, however, to restrictions of record and the assumption of the mortgage hereinbefore referred to.

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

WITNESS my hands and seals of the said GRANTORS.

TEST:

/s/ Margaret B. Hendrix
Margaret B. Hendrix

/s/ Marshall Barnes (SEAL)
Marshall Barnes

/s/ Frances W. Barnes (SEAL)
Frances W. Barnes

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of January, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marshall Barnes and Frances W. Barnes, his wife, and acknowledged the aforegoing deed to be their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

/s/ Margaret B. Hendrix
Margaret B. Hendrix
Notary Public

Recorded 20th Jany. 1950 at 10:50 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 554 Folio 352 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 27th day of August, 1953.

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

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LIBER 112 PAGE 55

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 6

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954

~~(COMPLAINANTS' EXHIBIT NO. 14)~~

INT. REV. STAMPS $3.85 - MD. STATE STAMPS $3.85

NO TITLE EXAMINATION

This Deed, made this 3rd day of February, in the year 1950, by and between Thomas Edward Collison and Etta Mae Collison, his wife, hereinafter called parties of the first part, and Harry Orme and Cora V. Orme, his wife, hereinafter called parties of the second part, Witnesseth:

That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same at an iron pipe on the west side of Mayo State Road, said pipe being located the following two courses and distances from the northeast corner of the conveyance from Thomas Collison and wife to Marshall Barnes and Frances Barnes, his wife, by deed dated March 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 354, folio 215, north 16° 59' east 150 feet and north 04° 24' east, 90 feet to said place of beginning; and running from thence and with the division line between Lots 16 and 17 of the subdivision of the Collison property, north 89° 40' west, 321.22 feet to a pipe; thence north 04° 18' east, 64 feet to a point; north 23° 42' west, 115 feet to a point; thence with the division line between Lots 25 and 26, north 73° 15' east, 303 feet, more or less, to the west side of Mayo State Road; thence with the same, south 23° 42' east, 90 feet; south 18° 06' east, 90 feet and south 06° 56' east, 90 feet to the place of beginning, containing 1.6 acres.

Petitioners' Exhibit No. 7

~~Complainants' Exhibit No. 14~~
~~Filed 19 Sept. 1953~~

81

Being Lots 17 to 25 inclusive as shown on an unrecorded plat of a subdivision of part of Tom Collison's property, Mayo, Anne Arundel County, Maryland, made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, Annapolis, Maryland, and being a part of the conveyance from Noah Hillman, Trustee, to Thomas Collison and Etta Mae Collison, his wife, by deed dated January 8th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 121, and as surveyed by J.R. McCrone, Jr., in January 1950.

Together with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances, thereunto belonging or in anywise appertaining.

To Have and To Hold the above described property unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties.

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

Witness the hands and seals of the Grantors.

Witness:

/s/ E. Aubrey Collison
E. Aubrey Collison

/s/ Thomas Edward Collison (Seal)
Thomas Edward Collison

/s/ Etta Mae Collison (Seal)
Etta Mae Collison

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 3rd day of February, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thomas Edward Collison and Etta Mae Collison, his wife, and each acknowledged the aforegoing deed to be their act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

/s/ E. Aubrey Collison
Notary Public
E. Aubrey Collison

Recorded February 6th. 1950 at 1:40 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 556 Folio 410 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 27th day of August, 1953.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

Collison to Crom 8

LIBER 112 PAGE 59
NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 7

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954.

~~(COMPLAINANTS' EXHIBIT NO. 15)~~

MARYLAND STATE STAMPS $2.75

NO TITLE EXAMINATION

Purchase price	$3150.00
Loan	2850.00
Mortgage Fee-County	$6000.00

THIS PART PURCHASE PRICE MORTGAGE, Made this 3rd day of February, in the year nineteen hundred and fifty, by and between Harry Orme and Cora V. Orme, his wife, hereinafter called parties of the first part or Mortgagors, and Thomas Edward Collison and Etta Mae Collison, his wife, hereinafter called parties of the second part or Mortgagees.

Whereas the said parties of the second part have this day conveyed unto the said parties of the first part the lots or ground hereinafter described, and

Whereas there is a balance of Thirty-One Hundred Fifty ($3150) Dollars due thereon, and

Whereas the said parties of the second part have loaned the said parties of the first part the full and just sum of Twenty-Eight Hundred Fifty ($2850) Dollars so that the total amount due under this part purchase price mortgage is the sum of Six Thousand ($6000) Dollars, which said sum together with interest at the rate of six per cent per annum the said parties of the first part have agreed to repay unto the said parties of the second part in equal monthly installments of Fifty ($50) Dollars each, out of which said sum the interest is first deducted and the balance is applied on account of the purchase price, the first of said monthly payments to fall and become due on the first day of March, 1950, and upon the first day of each and every month thereafter until the full and just sum of Six Thousand ($6000) Dollars and all interest thereon to accrue is paid, and

Whereas the said parties of the first part reserve the right and privilege of making larger payments than herein stipulated but not to make any smaller ones, and

Whereas it was a condition precedent to the conveyance of the land hereinafter described and of the loan of Twenty-Eight Hundred

Filed 19 Sept. 1953 ~~Complainants' Exhibit No. 15~~ Petitioners' Exhibit No. 8 87

Fifty ($2850) Dollars in addition thereto that these presents should be executed to secure the prompt and proper payment of the aforesaid Six Thousand ($6000) Dollars as and when the same shall become due and owing as aforesaid.

Now, therefore, this Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same at an iron pipe on the west side of Mayo State Road, said pipe being located the following two courses and distances from the northeast corner of the conveyance from Thomas Collison and wife to Marshall Barnes and Frances Barnes, his wife, by deed dated March 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 354, folio 215, north 16° 59' east 150 feet and north 04° 24' east, 90 feet to said place of beginning; and running f om thence and with the division line between Lots 16 and 17 of the subdivision of the Collison property, North 89° 40' west, 321.22 feet to a pipe; thence north 04° 18' east, 64 feet to a point; north 23° 42' west, 115 feet to a point; thence with the division line between Lots 25 and 26, north 73° 15' east, 303 feet, more or less, to the west side of Mayo State Road; thence with the same, south 23° 42' east, 90 feet; south 18° 06' east, 90 feet and south 06° 56' east, 90 feet to the place of beginning, containing 1.6 acres.

Being Lots 17 to 25 inclusive as shown on an unrecorded plat of a subdivision of part of Tom Collison's property, Mayo, Anne Arundel County, Maryland, made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, Annapolis, Maryland, and being a part of the conveyance from Noah Hillman, Trustee, to Thomas Collison and Etta Mae Collison, his wife, by deed dated

January 8th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 121, and as surveyed by J.R. McCrone, Jr., in January 1950.

Being the same property which the said parties of the second part conveyed unto the said parties of the first part by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, forever.

PROVIDED, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Thousand ($6000) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said parties of the first part, 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, mortgage debt and interest, the said parties of the first part 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 either of them, at the 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 parties of the second part, their heirs, personal

representatives or assigns, or GEORGE B. WOELFEL, its or 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 A.A. county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the 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 heirs, personal representatives or assigns, or George B. Woelfel, 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 commissions, 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 parties of the first part for themselves, their heirs, 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 heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand ($3000) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagees, their heirs, 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 heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

/s/ E. Aubrey Collison
E. Aubrey Collison

/s/ Harry Orme (SEAL)
Harry Orme

/s/ Cora V. Orme (SEAL)
Cora V. Orme

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 3rd day of February, 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 Harry Orme and Cora V. Orme, 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 Thomas E. Collison and Etta Mae Collison, his wife, 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.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) /s/ E. Aubrey Collison
Notary Public
E. Aubrey Collison

Recorded February 6th. 1950 at 1:40 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Mortgage was truly taken and copied from Liber J.H.H. No. 556 Folio 412 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 27th day of August, 1953.

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

Mortg Crem to Collison 9

LIBER 112 PAGE 66

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 8

OL. 4.12

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954.

~~(COMPLAINANTS' EXHIBIT NO. 16)~~

NO TITLE EXAMINATION

INT. REV. STAMPS $.55 - MD. STATE STAMPS $.55

THIS DEED made this 28th day of February, 1950, by and between Thomas Edward Collison and Etta Mae Collison, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter referred to as GRANTORS; and J.D. Hedin, of said County and State, of the second part, hereinafter referred to as GRANTEE:

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEE, his heirs and assigns, in fee simple, all those eight lots of ground situate, lying and being on Mayo Road, in the First Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe set on the West side of the Mayo State Road, said pipe being located at the northeast corner of the conveyance from Thomas Collison and wife to Marshall Barnes and Frances, his wife, by deed dated March 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 354, folio 215; and running from thence and with the north line of said conveyance, North 69° 01' West, 300 feet to a pipe; thence leaving said conveyance and running through the conveyance from Noah Hillman, Trustee, to Thomas Collison and wife, by deed dated January 9, 1945, and recorded among the said records in Liber J.H.H. 323, folio 121, North 04° 18' East, 128 feet to a pipe, thence running with the division line between Lots 16 and 17 of the subdivision of the Collison property, South 89° 40' East, 321.22 feet to a pipe on the west side of Mayo State Road, thence with the same, South 04° 24' West, 90 feet and South 16° 59' West, 150 feet to the place of beginning. Containing 1.24 acres.

BEING Lots 9 to 16, inclusive, of the above mentioned subdivision and being part of the above mentioned conveyance from

~~Filed 19 Sept. 1955~~ ~~Complainants Exhibit No. 16~~ Petitioners' Exhibit No. 9 93

Noah Hillman, Trustee, to Thomas Collison and wife, by deed dated January 9, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 323, folio 121.

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

TO HAVE AND TO HOLD the above described lots of ground unto and to the proper use and benefit of the said GRANTEE, his heirs and assigns, in fee simple, subject, however, to restrictions of record, to the due observance of which the said GRANTEE, his heirs and assigns, in accepting this deed, do bind themselves and covenant with the said GRANTORS to keep and observe the same:

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

WITNESS the hands and seals of the said GRANTORS,

WITNESS:

/s/ E. Aubrey Collison
E. Aubrey Collison

/s/ Thomas Edward Collison (SEAL)
Thomas Edward Collison

/s/ Etta Mae Collison (SEAL)
Etta Mae Collison

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 28th day of February, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas Edward Collison and Etta Mae Collison, his wife, and acknowledged the aforegoing deed to be their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

/s/ E. Aubrey Collison
Notary Public
E. Aubrey Collison

Recorded May 3rd. 1950 at 11:30 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 568 Folio 236 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 27th day of August, 1953.

John H. Hopkins 3rd.

John H. Hopkins, 3rd., Clerk

Deed Collison to Hedin

LIBER 112 PAGE 70

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 9

M.C. 413

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954.

~~(COMPLAINANTS' EXHIBIT NO. 17)~~

MD. STATE STAMPS $110.00

THIS MORTGAGE, Made this 8th day of February in the year nineteen hundred and fifty-two by and between John D. Hedin and Emma J. Hedin; his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and National Central Bank of Baltimore, a body corporate, duly incorporated under the banking laws of the United States of America, Mortgagee, of the second part:

WHEREAS, the said Mortgagors, JOHN D. HEDIN and EMMA J. HEDIN, his wife, are jointly and severally indebted unto the said Mortgagee, NATIONAL CENTRAL BANK OF BALTIMORE, in the full and just sum of One Hundred Thousand ($100,000.00) Dollars which sum is to be repaid with interest to accrue thereon at the rate of four and one-half per-cent (4½%) per annum, as follows: The Mortgagors shall make regular consecutive quarterly payments of Twenty-five Hundred ($2500.00) Dollars each, on account of said principal mortgage indebtedness, the first of which shall be due and payable on March 31st, 1952, and thereafter on June 30th, September 30th, December 31st and March 31st, of each year, until five (5) years from the date hereof, at which time the entire mortgage indebtedness then unpaid shall become due and payable, the Mortgagors to pay said interest in the meantime on the mortgage indebtedness, or any unpaid balance thereof, in quarterly installments, on March 31st, June 30th, September 30th and December 31st, in each year during the continuance of this mortgage, the first installment of interest to become due and payable on March 31st, 1952. Privilege is reserved unto the Mortgagors to prepay the said mortgage indebtedness in whole or in part at any time, with interest to date of said prepayment. And to better secure the payment of said principal mortgage indebtedness and interest, in the manner above set forth, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said John D. Hedin and Emma J. Hedin, his wife, do grant and convey unto

Petitioners' Exhibit No. 10

National Central Bank of Baltimore, its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in Anne Arundel County aforesaid, and described as follows, to wit:-Beginning for the first thereof at an iron bar set on the north side of the thirty foot county road leading from Mayo to Shoreham Beach, said point of beginning being where the south 09 degree 00 minute east 933.6 foot line of the conveyance from Henry Marshall Dixon, Jr. and Grace D. Dixon to Sidney Roberts and Mary Roberts, his wife, by Deed dated September 17, 1938 and filed in the Land Records of Anne Arundel County in Liber J.H.H. No. 196, folio 6, intersects the north side of said county road; thence with the north side of said road, south 65 degrees, 45 minutes west, 300 feet; thence leaving said road and running across the entire property, north 24 degrees, 40 minutes west, 1550 feet, more or less, to a point on the shore of Ramsey Bay; thence with the shore of Ramsey Bay, north 54 degrees 53 minutes east; 300 feet to intersect the first line of the boundary between the above described property of Sidney Roberts and wife and the property conveyed to Frank and Madaline C. Lilly by Henry Marshall Dixon, Jr. and wife by Deed dated August 2, 1937 and filed in the Land Records of Anne Arundel County in Liber F.A.M. No. 168, folio 124; thence with Lilly's boundary the following courses and distances; south 34 degrees 02 minutes east 352.4 feet; south 60 degrees 56 minutes east, 103.25 feet; south 49 degrees 57 minutes east 215.4 feet; south 57 degrees 53 minutes east, 113.7 feet; and south 09 degrees 00 minutes east 918.5 feet to the place of beginning. Containing 15.003 acres of land. BEING the same lot of ground which by Deed dated April 18th, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 330, folio 203, etc. was granted and conveyed by Sidney G. Roberts and Justine Roberts, his wife, to John D. Hedin.

BEGINNING for the second thereof at an iron pipe set in the center line of a 30 foot right of way described in a deed from Marshall Dixon and wife to F.F. Lilly and wife, dated 22 July 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 168, folio 124; said pipe being further located South 27 degrees 20 minutes East, 65.6 feet from a pipe and fence corner at the southeasternmost corner of the tract of land described in a deed from F.F. Lilly and wife to Harold V. Morgan and wife, recorded 11 September 1946 among the aforesaid Land Records in Liber J.H.H. No. 381, folio 214; thence from said beginning point and with the center line of said 30 foot right of way, which was also the east boundary of the whole first mentioned tract conveyed by Dixon to Lilly, South 27 degrees 20 minutes East, 849.24 feet to the center line of the 30 foot County Road leading from Mayo to Shoreham Beach; thence with the center line of the same, South 64 degrees 07 minutes West, 617.41 feet; thence leaving the center line of the County Road and running with a part of the westernmost line of the whole first mentioned tract, North 07 degrees 41 minutes West, 958 feet to an iron pipe; thence leaving said outline and running with a line of fence, North 64 degrees 09 minutes East, 189.4 feet to a pipe and thence South 85 degrees 56 minutes East, 125.6 feet to the place of beginning. Containing 9.50 acres, according to a survey and plat made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, on 27 October, 1948.

BEING the same lot of ground which by Deed dated March 24th, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 515, folio 273, etc. was granted and conveyed by Frank F. Lilly and Madaline C. Lilly, his wife, to J.D. Hedin.

BEGINNING for the third thereof at an iron pipe set on the west side of the Mayo State Road, said pipe being located at the northeast corner of the conveyance from Thomas Collison and wife to Marshall Barnes and Frances, his wife, by deed dated March 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber

J.H.H. 354, folio 215; and running from thence and with the north line of said conveyance, North 69 degrees 01 minute West, 300 feet to a pipe; thence leaving said conveyance and running through the conveyance from Noah Hillman, Trustee, to Thomas Collison and wife, by deed dated January 9th, 1945, and recorded among the said records in Liber J.H.H. 323, folio 121, North 04 degrees 18 minutes East, 128 feet to a pipe; thence running with the division line between Lots 16 and 17 of the subdivision of the Collison property, South 89 degrees 40 minutes East, 321.22 feet to a pipe on the West side of Mayo State Road, thence with the same, South 04 degrees 24 minutes West, 90 feet and South 16 degrees 59 minutes West, 150 feet to the place of beginning. Containing 1.24 acres.

BEING the same lot of ground which by Deed dated February 28th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 568, folio 236, etc. was granted and conveyed by Thomas Edward Collison and Etta Mae Collison, his wife, to J.D.Hedin

BEING Lots 9 to 16, inclusive, of the above mentioned Subdivision and being part of the above mentioned conveyance from Noah Hillman, Trustee, to Thomas Collison and wife, by deed dated January 9th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 323, folio 121, etc.

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 aforesaid parcel of ground and premises unto and to the proper use and benefit of National Central Bank of Baltimore, its successors and assigns, forever, in fee simple.

PROVIDED, that if the said John D. Hedin and Emma J. Hedin, his wife, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Hundred Thousand and 00/100 ($100,000.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and

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shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or Charles F. Stein, the duly authorized Attorney or Agent of the said Mortgagee, its successors or assigns, after any default in the covenants or conditions of this Mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Five Hundred ($500.00) Dollars 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 State of Maryland; (2) to the payment of all claims of the said Mortgagee its successors or assigns hereunder whether the same shall have matured or not; (3) and 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.

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 commiss-

ion 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 a Court having equity jurisdiction in the State of Maryland, 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 Mortgagee, its successors or assigns, or Charles F. Stein 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 it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

AND the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least One Hundred Thousand ($100,000.00) and 00/100 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors, administrators or assigns, to the extent of One hundred Thousand Dollars lien or claim hereunder.

WITNESS the hands and seals of said Mortgagors.

TEST:

/s/ Jos. J. Schreiber
Jos. J. Schreiber

/s/ John D. Hedin (SEAL)
(John D. Hedin)

/s/ Emma J. Hedin (SEAL)
(Emma J. Hedin)

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY, that on this 8th day of February, in the year one thousand nine hundred and fifty-two before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John D. Hedin and Emma J. Hedin, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Charles O. Kieffner, Vice President of National Central Bank of Baltimore, the within named Mortgagee 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.

(NOTARIAL SEAL) /s/ Jos. J. Schreiber
Jos. J. Schreiber
Notary Public

My commission expires May 4th, 1953.

Recorded 14th Feby. 1952 at 3:00 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Mortgage was truly taken and copied from Liber J.H.H. No. 666 Folio 528 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 28th day of August, 1953.

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

Mortg Hedin to Nat. Central

LIBER 112 PAGE 78

NO. 8794 EQUITY

THOMAS EDWARD COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 10

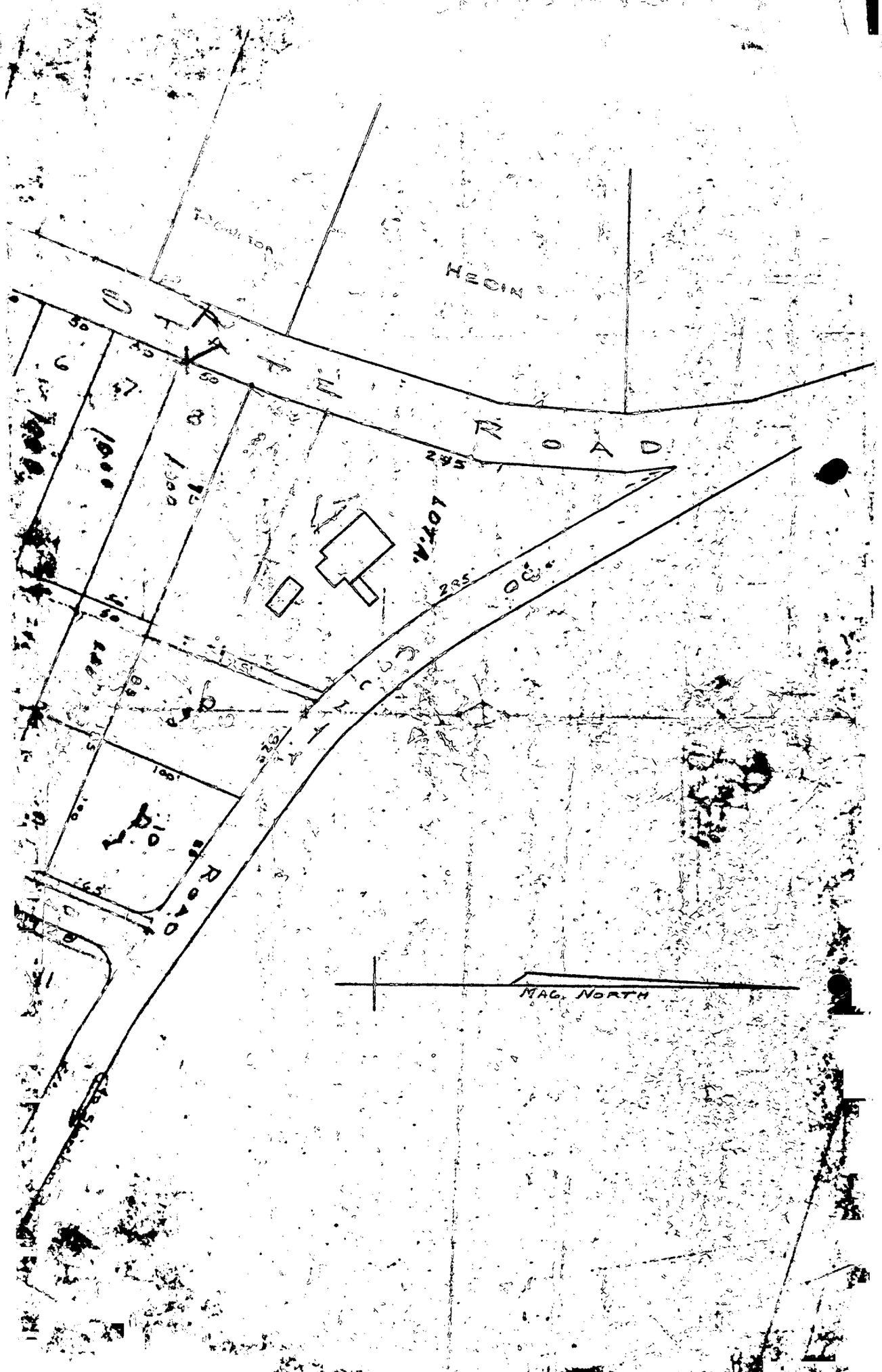
Pl. 414

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954.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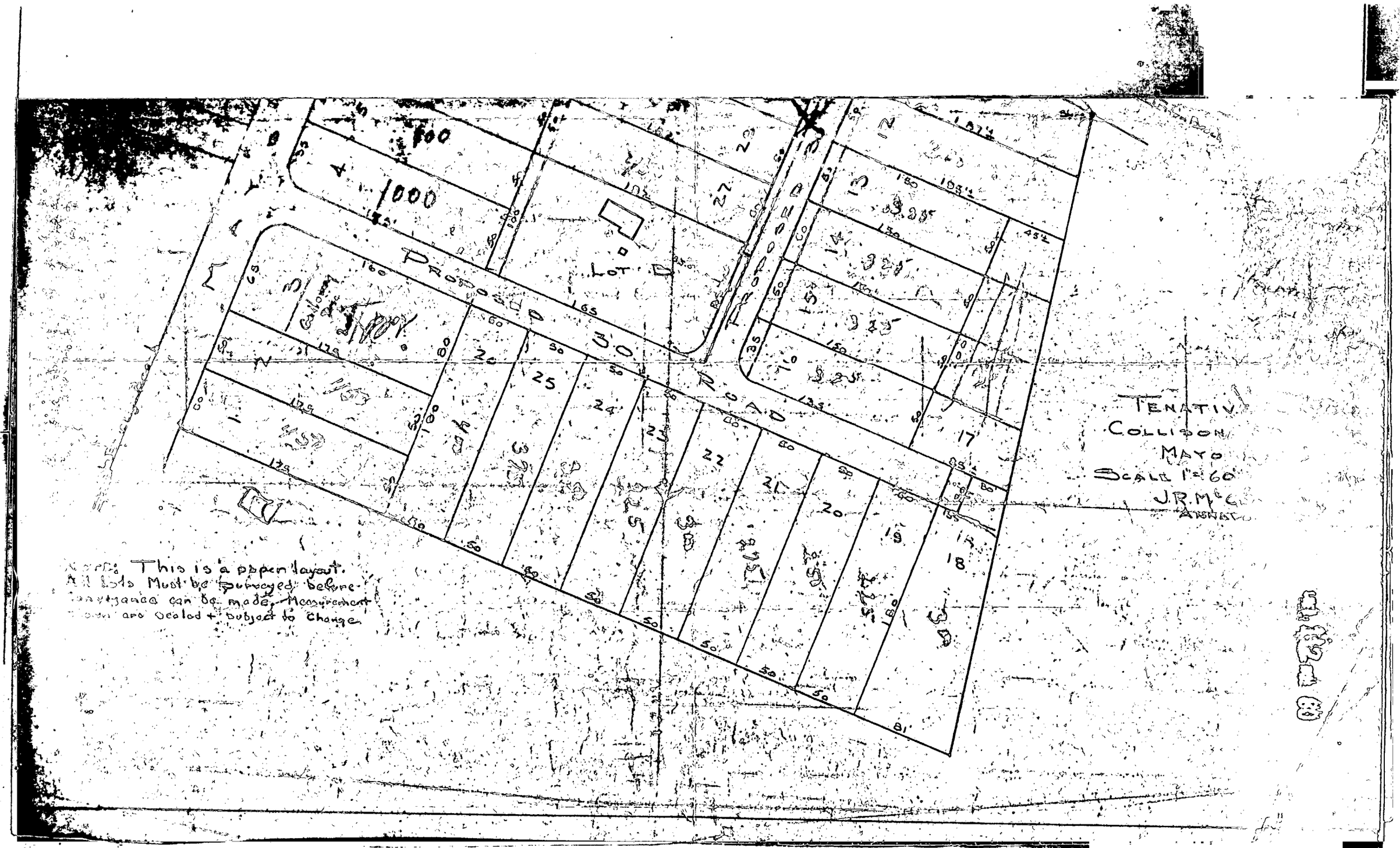
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PROPOSED 30 ROAD
PROPOSED
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Galloway
1000
This is a paper layout.
All Lots Must be surveyed before
Conveyance can be made. Measurement
shown are scaled + subject to change

Plat 12

LIBER 112 PAGE 81

NO. 8794 EQUITY

THOMAS EDWARD COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO. 11

Pl. C415

MALCOLM B. SMITH

ATTORNEY AT LAW

ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954

JOSEPH D. LAZENBY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND
P. O. BOX 360

~~(COMPLAINANTS' EXHIBIT N 19)~~

LIBER 112 PAGE 82

June 2, 1953

APPRAISAL REPORT

We have inspected the property in Anne Arundel County located at the intersection of the road to Beverley Beach known as the Mayo Road and the road to Shoreham Beach. This property is shown on various plats which were supplied to us titled "Collison Property" and "Property belonging to Tom E. Collison" and prepared by several different surveyors. There are 20.3 acres in the area we were asked to appraise.

C O P Y

We have taken the platted portion, as will be seen, and have appraised these as lots and have made a rough calculation from the unplatted portion as shown on the plat in our determination that 6 acres approximately are not platted. So far as we have been able to do we have designated the lots into parcels on which have been put improvements by various people. This designation is not at all intended to indicate title ownership for we have made no search of the records and have made no effort to determine the status of the title of any part of the ground.

The area comprised in this appraisal lies on both sides of the Mayo Road and is located on a road which is very heavily traveled in the summer time and very lightly traveled in the winter time. It is also in a very fast growing community which, in our opinion, will be favorably effected by the new Annapolis-Washington expressway. There is a public school very close to the area and also the popular Beverley Beach and other bathing beaches are within easy access. Such residential areas as Beverley Beach, Shoreham Beach and many others are within very close proximity.

On lots west of the Mayo Road and using numbers referred to on a photoprint marked "Sub-division of Property belonging to Tom E. Collison near Mayo, A. A. County, Maryland":

Lots 1 through 4 - neighbors advise that these four lots belong to Tom Collison, they are unimproved and in our opinion are worth $1,200.00.

Lots 5 through 8 - owned by Paul Collison and improved by a stucco on cinder block home containing two bedrooms, living room, dining room, kitchen and bath, with basement and unfinished second floor, oil heat, all in very good condition. The four lots we value at $1,200.00 and the house at $14,000.00

Petitioners' Exhibit No. 12
~~Complainants' Exhibit No. 19~~
~~Filed 14 Sept, 1953~~

JOSEPH D. LAZENBY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

C O P Y

Lots 9 through 16 - owned by J. D. Medin, improvements consist of a two story dwelling containing three bedrooms, living room, dining room, kitchen and bath, powder room on first floor. The house is of brick veneer with hardwood floors and is a very nice residence. There is also a commercial business at present equipped for a restaurant but unoccupied having two wings each 26 by 30 feet and a center portion 30 by 32 feet. In the rear of the center building is a garage large enough to house two trucks. We value the 8 lots at $5,600.00, the store building at $36,000.00 and the dwelling at $15,000.00.

Lots 17 through 25- owned by Harry Orme. This property is improved by a very well built and very nice store building 40 by 50 feet in size of cement block with the owner's quarters in the back consisting of two rooms, kitchenette and bath stuccoed on the outside and with a very fine built up roof. We value this building at $19,000.00 and the land at $7,000.00.

Back land - unplotted back areas of approximately 6 acres we value at $300.00 an acre or $1,800.00.

Lot A - on east side of the Mayo Road and fronting on both the Mayo Road and the road leading to Shoreham Beach a shown on the plat marked "tentative layout of Collison property, Mayo, A. A. Co." made by J. E. McCrone, Jr. lot marked "A" improved by a store supposed to be owned by William J. Collison, in our opinion, this land of approximately an acre in size is worth $8,000.00 and the store building consisting of a main portion 30 by 40 feet, a shop 30 by 16 feet and with a complete six room apartment on the second floor of the center portion we value at $15,000.00.

Lot B - being sold to Behlke, the lot B is worth $500.00 and the four room dwelling with no improvements, no plumbing, no heating plant is worth $1,500.00.

JOSEPH D. LAZENBY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND
P. O. BOX 388

Remaining unimproved lots -	Lots 4 to 8	$ 4,000.00
	Lots 1 through 3	2,100.00
	Lots 9 and 10	1,000.00
	Lots 27 through 29	1,200.00
	Lot 11	500.00
	Lots 12 through 16	1,500.00
	Lots 18 through 26	1,800.00

C O P Y

SUMMARY

	Buildings	Land
West of Mayo Road		
Tom Collison		$ 1,200.00
Paul Collison	$ 10,000.00	1,200.00
J. D. Rodin	30,000.00 15,000.00	5,000.00
Harry Cree	19,000.00	7,800.00
Back land		1,800.00
East of Mayo Road		
William J. Collison	35,000.00	8,000.00
Donlin	1,500.00	500.00
Remaining unimproved lots		12,700.00
	$ 120,500.00	$ 38,000.00

Joseph D. Lazenby

George E. Bryant

George Bryant

Appraisal 13

LIBER 112 PAGE 85

NO. 8794 EQUITY

THOMAS E. COLLISON, et ux

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

PETITIONERS' EXHIBIT NO.12

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 16 Mar., 1954.

THE BARRETT PRINTING COMPANY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife

Plaintiffs

vs.

DAVID W. COLLISON, et al

Defendants

8794 EQUITY

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

PETITION TO CORRECT CLERICAL ERROR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, MYRTLE COLLISON YOUNG and WILLIAM O. YOUNG, her husband, by their attorneys, Marvin I. Anderson and Malcolm B. Smith, respectfully show unto this Honorable Court that heretofore a Petition was filed in this cause by your Petitioners and others to re-open the proceedings herein; that although your Petitioners were designated in the title of said cause, their names were, through clerical error, omitted from the introductory paragraph on page two (2) of said Petition.

Wherefore your Petitioners, MYRTLE COLLISON YOUNG and WILLIAM O. YOUNG, her husband, respectfully pray for leave to insert their names in the introductory paragraph of said Petition at the appropriate place.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Petitioners

O R D E R

Upon consideration of the aforegoing Petition, it is this 10th day of March, 1954, by the Circuit Court for Anne Arundel County, ordered: that leave be, and the same is hereby granted to MYRTLE COLLISON YOUNG and WILLIAM O. YOUNG, Petitioners, to correct by interlineation the clerical error in their Petition previously filed in this cause, and to insert their names in the appropriate place on page two (2) of said Petition.

Benjamin Ulrichson
Judge

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LIBER 112 PAGE 88

NO. 8794 EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

Plaintiffs

vs.

DAVID W. COLLISON, et al

Defendants

PETITION TO CORRECT
CLERICAL ERROR

Order - March 20, 1954

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

Filed 19 Mar., 1954.
Order filed 20 Mar., 1954.

Thomas Edward Collison and Etta Mae Collison, his wife,	:	No. 8794 Equity
	:	In the
vs.	:	Circuit Court
	:	for
David W. Collison, et al.	:	Anne Arundel County

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

DEMURRER

To the Honorable, the Judge of said Court:

Now comes Thomas Edward Collison and Etta Mae Collison, his wife, by George B. Woelfel, their solicitor, and demurs to the petition to re-open proceedings, set aside decree for redemption of property and other relief and for a cause states:

That the said petition is bad in substance and insufficient in equity for that

1. All of the parties in interest are not made parties to this suit.

2. That an attempt was made by petition filed in this suit to set aside the decree of court dated November 2nd, 1939, ratifying a tax sale "In the Matter of the tax sale of the lands of David W. Collison, No. 4276 Equity."

3. That the decree in this cause having been enrolled for a number of years can only be re-opened by fraud, mistake or surprise. That there is no allegation of any of the three elements sufficiently alleged to entitle the Petitioners to the relief sought.

4. That the irregularities, if any, are set forth by the Petitioners in the subjunctive.

5. That this Court cannot review the testimony in this cause in order to ascertain if the same was sufficient for the execution of the decree.

6. Because said petition is multifarious.

7. Because said Petitioners are guilty of laches.

And for such other and further reasons to be shown at the hearing hereof.

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel
Solicitor for Thomas E. Collison and Etta Mae Collison, his wife.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 6th day of April, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that the said demurrer was not filed for the purpose of delay.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public

Copy of above demurrer mailed Marvin I. Anderson, Esq., 20 U West St., Annapolis, Md. this day of April, 1954.

George B. Woelfel

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LIBER 112 PAGE 91

No. 3794 Equity

Thomas Edward Collison
and
Etta Mae Collison,
his wife,

vs.

David W. Collison, et al

Demurrer to petition to re-open proceedings, set aside decree for redemption of property and other relief.

Mr. Clerk:

Please file.

George B. Woelfel
Solicitor for T.E.
Collison and wife

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
8-11 SCHOOL STREET

Filed 7 Apr., 1954.

LIBER 112 PAGE 92

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
DAVID W. COLLISON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 8794 EQUITY

: : : : :

DEMURRER OF THE ANNAPOLIS BANKING AND TRUST COMPANY

The Annapolis Banking and Trust Company by William W. Townshend, Jr. and Louis M. Strauss, demurs to the petition exhibited against it, and for cause says:

1. That the bill does not set forth sufficient grounds to entitle the petitioners to relief.

2. That the petitioner seeks to set aside a Decree that has been enrolled without allegations or fraud, mistake or surprise sufficiently alleged.

3. That petitioners are guilty of laches .

4. That the petition is multifarious and on its face shows that all parties of interest are not parties to the proceedings.

5. And for other reasons to be shown at the hearing thereof.

Louis M. Strauss

Wm W Townshend Jr

Attorneys for Respondents

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George Velenovsky, who is Vice-President of the Annapolis Banking & Trust Company, and made oath in due form of law that the aforegoing Demurrer was not filed for the purpose of delay.

Mildred F. Bean

Mildred F. Bean Notary Public

I certify Copy of this Kleading Mailed this 8th day of May 1954 to Marvin I Anderson, Esq., Annapolis, Md. Postage prepaid Louis M. Strauss, Atty.

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Equity 8794

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Service of copy admitted

this _____ day _____ 19____

_____

Attorney for _____

LIBER 112 PAGE 93

In the
Circuit Court
for Anne Arundel County

Thomas Edward Collinson
et al

vs

David W Collison

Demurrer of

Annapolis Banking Trust Co

Mr. Clerk:

Please file, etc.,

Louis M. Strauss
Wm. M. Townsend
Sol. for The Annapolis Bnk
Trust Co.

LOUIS M. STRAUSS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

Filed 9 Apr, 1954.

B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al	:	IN THE
Petitioners	:	CIRCUIT COURT
vs.	:	FOR
MINNIE E. COLLISON, widow, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 8794 - EQUITY

...

DEMURRER TO PETITION

Come now the Defendants, HARRY ORME and CORA ORME, his wife, by their Attorney, C. Maurice Weidemeyer, and demurrer to the Petition filed herein for the following reasons:

1. Because all parties in interest are not made parties to said Petition.

2. Because a Decree entered foreclosing the tax payer's right of redemption of property sold at a tax sale can only be re-opened on the grounds of lack of jurisdiction or fraud in the proceedings to foreclose, there being no allegations of such in the said Petition.

3. Because the said Petition is multifarious.

4. Because the said Petitioners are guilty of laches.

And for such other reasons as may be advanced at the time of the hearing on this Demurrer.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Respondents

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. Maurice Weidemeyer, Attorney for Respondents, first being duly sworn, upon oath deposes and says that the foregoing Demurrer is not taken for vexation or delay.

SUBSCRIBED and SWORN TO before me this 13th day of April, 1954.

Karl E. Moore Jr.
Notary Public

I HEREBY CERTIFY that on this 13th day of April 1954, I mailed postage prepaid a copy of the foregoing Demurrer to Petition and Affidavit to Marvin I. Anderson, Esquire at his office 20-U West Street, Annapolis, Maryland.

C. Maurice Weidemeyer
Attorney for Respondents

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IN THE CIRCUIT COURT FOR ANNE
ARUNDEL COUNTY - No. 8794 EQUITY

~~LIBER 112 PAGE 96~~

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, et al
Petitioners

vs.

MINNIE E. COLLISON, widow, et al
Respondents

DEMURRER TO PETITION

Mr. Clerk:

Please file, etc.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Respondents

LAW OFFICES
C. MAURICE WEIDEMEYER
336 MAIN STREET
ANNAPOLIS, MARYLAND

Filed 13 Apr., 1954.

THOMAS EDWARD COLLISON, ET AL	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
VS.	:	FOR
DAVID W. COLLISON, ET AL	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	
	:	NO. 8794 EQUITY
	:	

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

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners, B. Raymond Brashears and others, by their Attorneys, Marvin I. Anderson and Malcolm B. Smith, show unto this Honorable Court that the Respondents, Paul D. Collison, Lois V. Collison, Thomas Behlke and Helen Behlke, and Minnie Collison, having been duly served with a copy of the Petition To Re-Open Proceedings and the Order of this Honorable Court thereon, and being required by said Order to make their appearance in this Court within 15 days after service of a copy of the aforesaid Petition and Order upon them, have failed to appear, answer, or plea to the said Petition within the time allowed; wherefore your Petitioners pray unto this Honorable Court to order the aforesaid Petition be taken pro confesso as against such Respondents, and that this cause be proceeded with ex parte as against the said Respondents.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Petitioners

ORDER OF COURT

It appearing from the proceedings in this cause that a copy of the Petition To Re-Open Proceedings and the Order of this Court thereon, having been duly served upon the Respondents, Paul D. Collison, Lois V. Collison, Thomas Behlke, Helen Behlke, and Minnie E. Collison, and the said Respondents having failed to comply with the aforesaid Order by appearing or filing their defense within the time allowed, it is thereupon this 23d day of April, 1954, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED and DECREED that the aforesaid Petition To Re-Open Proceedings be, and the same is, hereby taken pro confesso as against the said Respondents and that this cause be proceeded with ex parte as against them.

Benjamin Michaelson
JUDGE

LIBER 112 PAGE 99

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 8794 EQUITY

THOMAS EDWARD COLLISON, ET AL

PLAINTIFFS

VS.

DAVID W. COLLISON, ET AL

DEFENDANTS

PETITION FOR DECREE PRO CONFESSO

Order - April 23, 1954

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 22 Apr., 1954.

THE BARRETT PRINTING COMPANY

Order filed 23 Apr., 1954.

THOMAS EDWARD COLLISON, ET AL	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
VS.	:	FOR
DAVID W. COLLISON, ET AL	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	NO. 8794 EQUITY
	:	

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PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners, B. Raymond Brashears and others, by their Attorneys, Marvin I. Anderson and Malcolm B. Smith, show unto this Honorable Court that the Respondents, J. D. Hedin, also known as John Hedin, and Emma J. Hedin, his wife, having been duly served with a copy of the Petition to Re-open Proceedings and the Order of this Honorable Court thereon, and being required by said Order to make their appearance in this Court within 15 days after service of a copy of the aforesaid Petition and Order upon them, have failed to appear, answer, or plea to the said Petition within the time allowed; wherefore your Petitioners pray unto this Honorable Court to order the aforesaid Petition be taken pro confesso as against such Respondents, and that this cause be proceeded with ex parte as against the said Respondents.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Petitioners

ORDER OF COURT

It appearing from the proceedings in this cause that a copy of the Petition to Re-Open Proceedings and the Order of this Court thereon, having been duly served upon the Respondents, J. D. Hedin, also known as John D. Hedin and Emma J. Hedin, and the said Respondents having failed to comply with the aforesaid Order by appearing or filing their defense within the time allowed, it is thereupon this 4th day of May, 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the aforesaid Petition to Re-Open Proceedings be, and the same is, hereby taken pro confesso as against the said Respondents and that this cause be proceeded with ex parte as against them.

Benjamin Nickerson
JUDGE

LIBER 112 PAGE 102 14

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 8794 EQUITY

THOMAS EDWARD COLLISON, ET AL

PLAINTIFFS

VS.

DAVID W. COLLISON, ET AL

DEFENDANTS

PETITION FOR DECREE PRO CONFESSO

Order - May 4, 1954.

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 4 May 1954

THE BARRETT PRINTING COMPANY

Order filed 4 May, 1954.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
VS.	:	FOR
DAVID W. COLLISON, et al	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	NO. 8794 EQUITY

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

DEMURRER ON BEHALF OF NATIONAL CENTRAL BANK OF BALTIMORE

National Central Bank of Baltimore, a body corporate, one of the Respondents herein, by its Attorneys, Charles F. Stein and O. Bowie Duckett, demurs to the Petition To Re-Open Proceedings filed herein and for grounds of demurrer says:

1. That the Petitioners have not stated in their Petition such a case as entitles them to any relief in equity against this Respondent.

2. That the Petitioners are guilty of laches in filing the within Petition.

3. That the tax sale is not properly challenged for fraud or lack of jurisdiction as required by Chapter 761 Acts of 1943 (Article 81, Sections 110 and 111).

4. That the Petitioners seek to set aside a Decree that has been enrolled without allegations of fraud, mistake or surprise sufficiently alleged.

5. Because the said Petition is multifarious.

6. Because the irregularities, if any, are set forth by the Petitioners in the subjective.

7. Because all parties in interest are not made parties to the said Petition.

8. And for other reasons to be assigned at the hearing hereof.

Charles F. Stein

Charles F. Stein
231 St. Paul Place
Baltimore 2, Maryland

O. Bowie Duckett

O. Bowie Duckett
88 State Circle
Annapolis, Maryland

Attorneys for Respondent

STATE OF MARYLAND)
)ss.
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 5th day of May, 1954, before the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared JOHN J. GHINGHER- - - - -President of National Central Bank of Baltimore, and he made oath in due form of law that the aforegoing demurrer filed by the said Defendant, National Central Bank of Baltimore, is not intended for delay, but was filed upon advice of counsel.

WITNESS my hand and seal.

Mildred I. Tavik
(Mildred I.Tavik) Notary Public

My commission expires May 2, 1955.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I mailed a copy of the aforegoing demurrer to MARVIN I. ANDERSON, Attorney for Plaintiffs, to his office, 20-U West Street, Annapolis, Maryland, postage prepaid, this 6th day of May, 1954.

O. Bowie Duckett
O. Bowie Duckett
Attorney for National Central Bank of Baltimore

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LIBER 112 PAGE 105

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 8794 EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

PLAINTIFFS

VS.

DAVID W. COLLISON, et al

DEFENDANTS

DEMURRER ON BEHALF OF
NATIONAL CENTRAL BANK OF
BALTIMORE

O. BOWIE DUCKETT
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED Filed 6 May, 1954

THE BARRETT PRINTING COMPANY

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife, Plaintiffs,	)	
vs.	)	
DAVID W. COLLISON, et al., Defendants	)	No. 8794 Equity
B. RAYMOND BRASHEARS, et al., Petitioners	)	
vs.	)	
MINNIE E. COLLISON, widow, et al., Respondents	)	

DEMURRER

To the Honorable the Judges of said Court:

Comes now the defendants, J. D. Hedin and Emma J. Hedin, his wife, by their attorney, Wilmer D. Pyles, and demur to the Petition exhibited against them by the Petitioners herein, and for grounds of demurrer state:

1. That the petitioners have not stated in their petition such a case as entitled them to any relief in equity against these defendants.

2. That the petitioners are guilty of laches in the bringing of said petition.

3. That it appears by the petition filed herein that the same is exhibited against these defendants and The Annapolis Banking and Trust Company, Paul D. Collison and Lois V. Collison, his wife, and many other defendants thereto for several and distinct matters and causes, in many of which, as appears by the petition, these defendants are in no way interested or concerned, and that the said petition is multifarious.

Wilmer D. Pyles

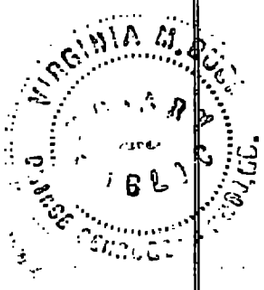
Wilmer D. Pyles,
Upper Marlboro, Md.
Attorney for J. D. Hedin
and Emma J. Hedin.

STATE OF MARYLAND)
:SS:
COUNTY OF PRINCE GEORGE'S)

I HEREBY CERTIFY That on this 11th day of May, 1954, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared therein, Wilmer D. Pyles, attorney for J. D. Hedin and Emma J. Hedin, his wife, and made oath in due form of law that the aforegoing demurrer filed by the said J. D. Hedin and Emma J. Hedin, his wife, is not intended for delay, but was filed upon advice of counsel.

WITNESS My hand and seal.

Virginia M. Beck
Notary Public, Md.



CERTIFICATE OF SERVICE

I HEREBY CERTIFY That I mailed a copy of the aforegoing demurrer to MARVIN I. ANDERSON, ESQ., attorney for the petitioners, to his office, 20-U West Street, Annapolis, Maryland, postage prepaid, this 11th day of May, 1954.

Wilmer D. Pyles
Wilmer D. Pyles,
Attorney for J. D. Hedin and
Emma J. Hedin, his wife

No. 8794 Equity.

Thomas Edward Collison
and wife
vs.
David W. Collison, et al

B. Raymond Brashears, et al,
Petitioners
vs.

Minnie E. Collison, widow,
et al

Demurrer of J. D. Hedin and
wife.

Filed 13 May, 1954.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON, and :
ETTA MAE COLLISON, his wife,
:
PLAINTIFFS.
:
VS. NO. 8794 EQUITY
:
DAVID W. COLLISON, and
others, :
:
DEFENDANTS. :

:::::::

M E M O R A N D U M

This case is before me on the demurrers of several of the respondents (brought in by said petition) to the petition filed by B. Raymond Brashears, and others, herein March 16, 1954, asking that the decree of foreclosure passed herein December 28, 1944, be reopened. It suffices to say at this time that I think the petitioners have alleged enough to require said respondents to answer. This does not mean that I am of the opinion that said decree must be reopened. I do not decide any such thing. I only decide that the petitioners have the right to establish their case by proof if they can. The ultimate determination of whether said decree must be reopened depends, among other things, on the answers to the following questions, namely:

(1) Was it necessary to make the remaindermen (residuary devisees) of the property in question under Nicholas G. Collison's will parties defendants by name to said foreclosure proceeding, or could they be comprehended under the designation "all parties having, or claiming to have, any interest" in the property, etc.?

(2) If the answer to the first question be in the affirmative, then was it necessary to attempt to serve said remaindermen with process (subpoenas), or was the order of publication actually published sufficient?

(3) If the answers to both of the foregoing questions be

in the affirmative, then what is the effect of the failure of the original plaintiffs to attempt to have process (subpoenas) served on said remaindermen, or, in other words, is the decree of foreclosure absolutely void as to said defendants, or is it only voidable?

(4) Are the petitioners barred by laches?

It seems to me that the answer to the first question depends on (a) the true construction of Nicholas G. Collison's will, and (b) the correct interpretation of the law providing for the foreclosure of the owners' right of redemption of property sold at tax sales. For some authorities on the construction of the will, see Barnum vs. Barnum, 42 Maryland 251, 312-314; and Ringgold vs. Carvel, 196 Maryland 262, 273. For some authorities on who must be made defendants in tax foreclosure cases, see 51 American Jurisprudence, Taxation, § 1015.5, found in the 1953 Pocket Parts pp. 66-68; the annotation subjoined to the case of Van Voast vs. Blaine County reported in 169 American Law Reports 681, particularly the part thereof which begins at p. 694; James vs. Zantzinger, 96 Atlantic (2) 10; Gathwright vs. Baltimore, 181 Maryland 362; and Oppenheimer vs. Micbar Company, 192 Maryland 192. The answer to the second question depends on where the remaindermen lived when the foreclosure proceeding was instituted, and what the original plaintiffs knew about where they lived. (See Croyle vs. Croyle, 184 Maryland 126). For some authorities on the third question, see Freeman on Judgments, Fifth Edition, §§ 322, 333, 339, 347, 357; Fooks' Executors vs. Ghingher, 172 Maryland 612; Friedman vs. McLane, 193 Maryland 365; and Wells vs. Price, 183 Maryland 443, 450. The question of laches depends so much on the facts of each case that it is impossible to intelligently discuss it until I have all the facts before me. I will say, though, that I can visualize a situation where I might strike down that decree as to that part of the property which Thomas Edward Collison, and wife, still own, and permit it to stand as to

those to whom they sold. But, that all depends on the facts developed by the testimony.

I will set the case for trial as soon as the answers are in. I understand (notwithstanding the numerous prayers contained in the petition) that the only question before me at this time is whether or not I shall reopen that decree. If I decide not to reopen it, that ends the case, and the petitioners can appeal. On the other hand, the respondents named in the petition can appeal from my order striking out the decree of foreclosure and reopening the case. (Miller's Equity, § 292, p. 362; Green vs. Hamilton, 16 Maryland 317, 329; James vs. Zantzinger, 96 Atlantic (2) 10; Thomas vs. Kolker, 73 Atlantic (2) 886). The procedure in the event I determine to reopen the decree must be determined when, if and as I do. For instance, the petitioners may want to answer the original bill and seek to have the original tax sale stricken down, or they may petition the court to determine the amount necessary to enable them to redeem. This court should not be expected to waste its time in deciding questions which may never arise.

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON, and :
ETTA MAE COLLISON, his wife,
:
PLAINTIFFS.
:
VS. NO. 8794 EQUITY
:
DAVID W. COLLISON, and
others, :
DEFENDANTS.:

:::::::

ORDER OVERRULING DEMURRERS

The demurrers of (1) Thomas Edward Collison and Etta Mae Collison, his wife, (2) Harry Orme and Cora Orme, his wife, (3) The Annapolis Banking and Trust Company, (4) National Central Bank of Baltimore, and (5) J. D. Hedin and Emma J. Hedin, his wife, to the petition of B. Raymond Brashears, and others, filed herein March 16, 1954, coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this 24th day of June, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said demurrers, and each of them, be, and the same are hereby, overruled; and that said respondents have fifteen days in which to answer said petition.

Joseph Cook
Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY - No. 8794 EQUITY

THOMAS EDWARD COLLISON, and ETTA MAE COLLISON, his wife

PLAINTIFFS.

VS.

DAVID W. COLLISON, and others,

DEFENDANTS.

MEMORANDUM AND ORDER

Filed 24 June, 1954.

THOMAS E. COLLISON, ET AL
PLAINTIFFS

VS.

MINNIE E. COLLISON, widow et al
DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 8794 EQUITY

The Plaintiffs, Thomas E. Collison, et al, by their Attorneys, Marvin I. Anderson and Malcolm B. Smith, demand, pursuant to Discovery Rule II of the General Rules of Practice and Procedure, that the Defendant, Minnie E. Collison, answer under oath the following interrogatories:

1. On or about October 10th, 1938 did you attend a tax sale held by the then Treasurer of Anne Arundel County at which the property which is the subject matter of this suit was purportedly sold?

2. (a) Out of whose funds was the purchase price paid for the property in question at the tax sale of October 10th, 1938?

(b) Who actually paid over this amount to the collector?

(c) If this transaction was conducted by someone other than yourself, was it done with your knowledge and consent?

3. Was Anne Arundel County Tax Sale Certificate No. 1, which was issued by the then County Treasurer James A. Walton, issued at your request or at the request of your husband, David W. Collison, and if done at the request of your husband, was it done with your knowledge and consent?

4. Did you ever personally receive any consideration for the assignment of Anne Arundel County Tax Sale Certificate No. 1, and if so, in what form? Did you personally retain any money received, or did you turn the money over to your husband?

5. Have you ever conveyed, by deed or otherwise, any interest which you might have in the property which is the subject matter of this suit and which was purportedly conveyed to by deed of December 19, 1939 from the County Treasurer and County Commissioners of Anne Arundel County recorded in Liber J. H. H. No. 210

Folio 212, and if so, to whom?

6. Did you ever assert any real interest in the property which is the subject matter of this suit, or was your name merely used by your husband, David W. Collison, for his own purposes and benefit in connection with the transactions referred to in Interrogatories One through Seven?

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Plaintiffs

I hereby certify that I mailed a copy of the above Interrogatories to Mrs. Minnie E. Collison, widow, of Mayo on this 24th day of ~~October~~ June, 1954.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Plaintiffs

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 8794 EQUITY

THOMAS E. COLLISON, ET AL

PLAINTIFFS

VS.

MINNIE E. COLLISON, WIDOW, ET AL

DEFENDANTS

"INTERROGATORIES
TO
MINNIE E. COLLISON"

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 25 June, 1954.

THE BARRETT PRINTING COMPANY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
DAVID W. COLLISON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	No. 8794 EQUITY
	:	

: : : : :

ANSWER OF THE ANNAPOLIS BANKING AND TRUST COMPANY, A BODY CORPORATE

Now comes Annapolis Banking and Trust Company, a body corporate, by William W. Townshend, Jr. and Louis M. Strauss, its Solicitors, and for answer to the Petition filed against it says:

1. That it admits the allegations contained in paragraph one of said Petition.

2. That it admits allegations contained in paragraph two of said Bill of Complaint and Petition.

3. That it admits the allegations contained in paragraph three of said Bill of Complaint and Petition.

4. That it admits the allegations contained in paragraph four of said Bill of Complaint and Petition.

5. That it neither admits nor denies the allegations contained in paragraph five of said Bill of Complaint and Petition.

6. That it neither admits nor denies the allegations contained in paragraph six of said Bill but demands strict proof thereof.

7. That it admits allegations contained in paragraph seven of said Bill of Complaint.

8. That it neither admits nor denies allegations contained in paragraph eight of said Bill.

9. That it denies the allegations contained in paragraph nine, particularly the legal inference contained therein.

10. That it denies the allegations contained in paragraph ten of said Bill and Petition.

11. That it denies the allegations contained in paragraph eleven of said Bill and Petition insofar as the allegations represent a full and complete disclosure as alleged.

12. That it has no knowledge of the allegations contained in paragraph twelve, therefore neither admits or denies the allegations therein setout.

13. That it has no knowledge of the allegations contained in paragraph thirteen of said Bill and Petition and therefore denies the allegations thereof.

14. That it has no knowledge of theallegations contained in paragraph fourteen of said Bill and Petition and therefore denies the allegations thereof.

15. That it has no knowledge of the allegations contained in paragraph fifteen of said Bill and Petition and therefore denies the allegations thereof.

16. That it has no knowledge of the allegations contained in paragraph sixteen of said Bill and Petition and therefore denies the allegations thereof.

17. That it admits the allegations contained in paragraph seventeen of said Petition and Bill of Complaint.

18. That it admits the allegations contained in paragraph eighteen of said Bill.

19. That it admits so much of paragraph nineteen as alleges that the County Commissioners joined in a deed therein mentioned but has no knowledge of whether or not the County received a deed from the Treasurer of Anne Arundel County and therefore denies so much as alleges the same.

20. That it denies the allegations set forth in paragraph twenty of said Bill.

21. That it denies the allegations set forth in paragraph twenty-one of said Bill.

22. That it denies the implications set forth in paragraph twenty-two of said Petition and Bill of Complaint insofar as it alleges intentions and acts of David W. Collison and Minnie E. Collison.

23. That it neither admits nor denies the allegations contained in paragraph twenty-three of said Bill of Complaint.

24. That it has no knowledge of the allegations contained in paragraph twenty-four of said Bill of Complaint and therefore denies the same.

25. That it admits the allegations contained in paragraph twenty-five of said Bill of Complaint.

26. That it denies the allegations contained in paragraph twenty-six of said Bill of Complaint.

27. That it admits the allegations contained in paragraph twenty-seven of said Bill.

28. That it denies the allegations contained in paragraph twenty-eight of said Bill of Complaint.

29. That it admits the allegations contained in paragraph twenty-nine of said Bill.

30. That it denies allegations contained in paragraph thirty of said Bill.

31. That it denies allegations contained in paragraph thirty-one of said Bill and demands strict proof thereof.

32. That it denies the allegations contained in paragraph thirty-two of said Bill and demands strict proof thereof.

33. That it denies the allegations contained in paragraph thirty-three of said Bill and demands strict proof thereof.

34. That it denies the allegations contained in paragraph thirty-four of said Bill and demands strict proof thereof.

35. That it denies the allegations contained in paragraph thirty-five of said Bill and demands strict proof thereof.

36. That it denies the allegations contained in paragraph thirty-six of said Bill and demands strict proof thereof.

37. That it denies the allegations contained in paragraph thirty-seven of said Bill and demands strict proof thereof.

38. That it denies the allegations contained in paragraph thirty-eight of said Bill and demands strict proof thereof.

39. That it admits the allegations contained in paragraph thirty-nine of said Bill of Complaint.

40. That your Respondent admits the allegations contained in paragraph forty of said Bill and respectfully represents that the said Marshall Barnes and Frances W. Barnes relied on a legal title to the property mentioned in said mortgage and that the Annapolis Banking and Trust Company, relying on his right, title and interest of said property advanced monies secured by a mortgage mentioned in said paragraph, based on improvements to said real estate which were erected and maintained after said conveyance and with the knowledge of the Complainants, their Agents or relatives, who sat by, had actual and

constructive notice by sight and vision and otherwise of the betterments being erected on his premises and other properties mentioned in this Bill of Complaint of values which your Respondent is informed exceeds the sum of One Hundred Thousand Dollars ($100,000.00), and that therefore, if this Honorable Court shall reopen and decree and declare the legal title of the said Marshall Barnes and Frances W. Barnes insufficient, bad and improper, your Respondent respectfully represents that it, the Annapolis Banking and Trust Company as holder of the equitable title and as mortgagee, the said Marshall Barnes and Frances W. Barnes as legal owners, are entitled to a lien for betterments for such amount as may be proven to the Court in these proceedings.

41. In answer to paragraph forty-one of said Bill of Complaint, your Respondent denies the allegations therein set forth and the legal import and implications therein setout.

42. In answer to paragraph forty-two, your Respondent admits the allegations therein setout.

43. Your Respondent has no knowledge of the matters and facts therein setout and neither admits nor denies the allegations therein.

44. That it admits the allegations contained in paragraph forty-four of said Bill of Complaint.

45. That it neither admits nor denies the allegations contained in paragraph forty-five of said Bill.

46. That it neither admits nor denies the allegations contained in paragraph forty-six of said Bill.

47. That it neither admits nor denies the allegations contained in paragraph forty-seven of said Bill.

48. That it neither admits nor denies the allegations contained in paragraph forty-eight of said Bill.

49. That it neither admits nor denies the allegations contained in paragraph forty-nine of said Bill.

50. That it neither admits nor denies the allegations contained in paragraph fifty of said Bill.

51. That it neither admits nor denies the allegations contained in paragraph fifty-one of said Bill.

52. That it neither admits nor denies the allegations contained in paragraph fifty-two of said Bill.

53. That it neither admits nor denies the allegations contained in paragraph fifty-three of said Bill.

54. That it neither admits nor denies the allegations contained in paragraph fifty-four of said Bill.

55. That it neither admits nor denies the allegations contained in paragraph fifty-five of said Bill.

56. That it neither admits nor denies the allegations contained in paragraph fifty-six of said Bill.

57. That it neither admits nor denies the allegations contained in paragraph fifty-seven of said Bill.

58. That it neither admits nor denies the allegations contained in paragraph fifty-eight of said Bill.

59. That it neither admits nor denies the allegations contained in paragraph fifty-nine of said Bill.

60. Your Respondent admits the allegations contained in paragraph sixty of said Bill of Complaint.

And further answering said Bill of Complaint, your Respondent prays to be hence dismissed with its costs.

William W. Townshend, Jr.

William W. Townshend, Jr.

Louis M. Strauss

Louis M. Strauss
Solicitors for Annapolis Banking and Trust Company.

IN THE CIRCUIT COURT FOR ANNE

ARUNDEL COUNTY

NO. 8794 Equity

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

vs.

DAVID W. COLLISON, et al

ANSWER OF THE ANNAPOLIS BANKING AND

TRUST COMPANY, A BODY CORPORATE

Mr. Clerk:

Please file, etc.

LOUIS M. STRAUSS
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
ANNAPOLIS, MD.
Co- Attorney for Annapolis Bank.

Filed 2 July, 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife,	)	
vs.	:	
DAVID W. COLLISON, et al.,	)	
B. Raymond Brasheras and Rose Brashears, his wife, et al.,	:	Equity No. 8794
Petitioners	)	
vs.	:	
Minnie B. Collison, et al.,	)	

ANSWER OF JOHN D. HEDIN and EMMA J. HEDIN

To the Honorable, the Judges of said Court:

The Answer of John D. Hedin and Emma J. Hedin, his wife, to the Petition filed against them in the above matter, by their attorney, Wilmer D. Pyles, respectfully shows unto the Court as follows:

Answering all of said Petition, the same being in numbered paragraphs one (1) through sixty (60), inclusive, your respondents neither admit nor deny the allegations contained in said Petition, but demand strict proof of the same insofar as they are pertinent to this cause.

Further answering said Petition, your respondents respectfully say to the Court that by deed dated February 28th, 1950, and duly recorded in Liber JHH 568 at folio 236, respondent John D. Hedin acquired title to 1.24 acres of land on Mayo Road, the same being lots 9 to 16 of an unrecorded subdivision of the Collison property; that a valuable consideration was paid for said property as is shown by the revenue stamps thereon; that at the time of the execution and recordation of the deed aforesaid the grantors therein, Thomas Edward Collison and Etta Mae Collison, his wife, had been decreed to be the owners of an absolute and indefeasible fee simple title in and to the property by said deed conveyed; that upon the execution and recordation of said deed your respondents entered into and took possession of said land and erected large and extensive improvements thereon at great cost and ex-

pense to themselves as a result of which your respondents have had to mortgage this property and other property not involved in these proceedings as is described herein; that the erection of said improvements covered a long period of time and said property and said improvements are located within a few feet of the Mayo Road at a heavily traveled intersection in plain view of said road and passersby thereon; that at no time during the erection of said improvements or prior to the filing of this suit did the petitioners or anyone on their behalf, or any person whatsoever, advise your respondents, or their agents, servants or employees of any claim against said property or of any defect in the title thereto.

Further answering said petition your respondents say that they purchased the herein described property in good faith and for a valuable consideration; that the petitioners and others interested in accomplishing the prayers of the petition but not parties hereto have remained silent for a long period of time when they should have made known to your respondents the claims they now advance; that to require these respondents to engage in costly and extensive litigation which could easily have been avoided by a word from the petitioners themselves at the proper time, would be grossly inequitable and unjust to these respondents.

WHEREFORE The premises considered, your respondents respectfully request that they may be dismissed hence with their proper costs.

And as in duty bound, etc.

Wilmer D. Pyles,
Attorney for John D. Hedin and
Emma J. Hedin, his wife.
Upper Marlboro, Md.

I HEREBY CERTIFY That I mailed a copy of the aforegoing Answer to Marvin I. Anderson, Esq., counsel for the Petitioners, to his office address, 20-U West Street, Annapolis, Md., postage prepaid, on the 2nd day of July, 1954.

Wilmer D. Pyles,
Attorney at Law,
Upper Marlboro, Md.

LIBER 112 PAGE 125 25

Equity No. 8794

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, MD.

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

vs.

DAVID W. COLLISON, et al.

B. Raymond Brashears and
Rose Brashears, his wife, et al.
vs.
Minnie B. Collison, et al.

ANSWER OF JOHN D. HEDIN and
EMMA J. HEDIN, his wife

Mr. Clerk:

Please file.

W D Pyles
Attorney for Respondents

WILMER D. PYLES
ATTORNEY AT LAW
UPPER MARLBORO, MD.

MADE AND SOLD BY LAW REPORTER PTG. CO., 518 6TH ST., WASH., D. C.

Filed 6 July, 1954.

THOMAS EDWARD COLLISON, et al	:	IN THE
Plaintiffs	:	
vs.	:	CIRCUIT COURT
DAVID W. COLLISON, et al	:	
Defendants	:	FOR
x x x x x x x x x x x x x x x x x	:	
B. RAYMOND BRASHEARS, et al	:	ANNE ARUNDEL COUNTY
Petitioners	:	
vs.	:	NO. 8794 EQUITY
MINNIE E. COLLISON, widow, et al	:	
Respondents	:	

...

ANSWER TO PETITION TO RE-OPEN PROCEEDINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

FOR ANSWER to the Petition to Re-Open Proceedings filed herein, the Defendants, Harry Orme and Cora Orme, his wife, by their Attorneys, C. Maurice Weidemeyer and Basil E. Moore, Jr., say as follows:

1. Paragraphs 1 to 14 inclusive: These Defendants neither admit nor deny the allegations of Paragraphs 1 to 14 inclusive, of the Petition to Re-Open Proceedings and if the same be material, demand strict proof thereof.

2. Paragraphs 15 to 20 inclusive: These Defendants had no knowledge of the procedures followed by the Treasurer of Anne Arundel County, as set forth in Paragraphs 15 to 20, and are therefore unable to admit or deny and demand strict proof of all of the allegations therein contained.

3. Paragraphs 21 to 23 inclusive: These Defendants neither admit nor deny the allegations set forth in Paragraphs 21 to 23, having had no knowledge of the transactions therein alleged or at the hearing of this cause.

4. Paragraph 24: These Defendants deny the allegations of Paragraph 24 and say in answer thereto that they were advised

and believe that all the interest of the defendant, Minnie E. Collison, which she obtained by the Deed from Joseph H. Pepper, late, Treasurer of Anne Arundel County, and the Board of County Commissioners of Anne Arundel County, was merged into the said Tax Sale Certificate No. 1 and her interest in said Certificate No. 1 carried with it all her rights under the Deed to the Defendant, Thomas E. Collison. These Defendants are advised and believe therefore that it was unnecessary for the Defendant, Minnie E. Collison, to have made a separate Deed to the said Thomas E. Collison.

5. Paragraphs 25 to 37 inclusive: These Defendants admit such matters in such Paragraphs contained as refer to clear and undisputed public records; they neither admit nor deny other matters in said Paragraphs contained not within their knowledge and demand strict proof thereof; they deny all legal conclusions contained in said Paragraphs and all conclusions and inferences drawn from the records, and say that such conclusions drawn by the Pleader are not necessarily correct and may be viewed in a different light when examined by this Court in open hearing.

6. Paragraph 38: These Defendants deny the legal conclusions of the Plaintiffs contained in Paragraph 38 and take issue thereon, and say that on the other hand the Acts of 1943, Chapter 761, is legal and has been so held and construed by the Court to be so.

7. Paragraphs 39 to 43 inclusive: These Defendants admit matters in such Paragraphs pertaining to the contents of public records, but demand strict proof thereof. They neither admit nor deny other contents therein contained and is beyond their knowledge or expectation of knowledge.

8. Paragraph 44: These Defendants admit the allegations of Paragraph 44.

9. Paragraph 45: These Defendants deny the allegations of Paragraph 45 insofar as they are charged with knowledge of any

defect or fraud practiced on the Plaintiff and on the other hand say that they purchased Lots No. 17 to 25 inclusive in good faith and for valuable consideration and without any knowledge of any actual or constructive fraud practiced on the Plaintiffs or any knowledge, actual or constructive,of the land purchased by them, and that they relied on the decree of Court herein.

10. Paragraph 46: These Defendants admit the allegations of Paragraph 46.

11. Paragraph 47: These Defendants neither admit nor deny the allegations set forth in Paragraph 47, having had no knowledge thereof.

12. Paragraph 48 to 54 inclusive: These Defendants neither admit nor deny the allegations of Paragraphs 48 to 54 and if the same be material, demand strict proof thereof of each and every allegation therein contained.

13. Paragraphs 55 to 59 inclusive: These Defendants neither admit nor deny the allegations set forth in Paragraphs 55 to 59, having had no knowledge of the transactions therein alleged.

14. Paragraph 60: These Defendants admit the allegations of Paragraph 60.

FURTHER ANSWERING the Petition to Re-Open Proceedings, these Defendants purchased Lots 17 to 25 inclusive in good faith and without any actual or constructive knowledge of the alleged fraud practiced on the Plaintiffs and have placed valuable improvments thereon which necessitated the expenditure of large sums of money by them. That the Plaintiffs herein are guilty of laches for not having instituted this suit promptly after the alleged fraud took place and which now, if allowed to proceed, will cause irreparable damage to these Defendants.

To the end, therefore:

1. That the Bill of Complaint be dismissed with costs as to these Defendants on the grounds of laches and for other reasons.

2. That in the event that this Honorable Court shall find for the Plaintiffs and set aside the decree herein, that an equitable lien in favor of these Defendants be impressed upon Lots 17 to 25 inclusive in the amount of the increase in vendible value of said lots because of the aforementioned improvements made by these Defendants to the extent shown by further proceedings herein.

3. That these Defendants be permitted, if necessary, to plead further and that they be granted such relief against the Plaintiffs or any of the Defendants herein to which they may in Equity be entitled.

4. And for such other relief as the nature of their case may require.

AND as in duty bound, etc.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Basil E. Moore, Jr.

Basil E. Moore, Jr.
Attorneys for the Defendants
236 Main Street
Annapolis, Maryland

I HEREBY CERTIFY that on this 8th day of July, 1954 I mailed postage prepaid a copy of the foregoing Answer to Petition to Re-Open Proceedings to Marvin I. Anderson, Esq., 20-U West Street, Annapolis, Maryland and Malcolm B. Smith, Esq., 88 State Circle, Annapolis, Maryland, Attorneys for the Petitioners.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

IN THE CIRCUIT COURT FOR ANNE
ARUNDEL COUNTY
NO. 8794 EQUITY

LIBER 112 PAGE 130

THOMAS EDWARD COLLISON, et al

Plaintiffs

vs.

DAVID W. COLLISON, et al

Defendants

ANSWER OF DEFENDANTS, HARRY ORME AND CORA ORME, TO PETITION TO RE-OPEN PROCEEDINGS.

Mr. Clerk:

Please file, etc.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Basil E. Moore, Jr.

Basil E. Moore, Jr.
Attorneys for Harry Orme
and Cora Orme

LAW OFFICES
C. MAURICE WEIDEMEYER
336 MAIN STREET
ANNAPOLIS, MARYLAND

Filed 8 July, 1954.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife, Plaintiffs	*	
	*	IN THE
vs.	*	CIRCUIT COURT
DAVID W. COLLISON, et al Defendants	*	FOR
	*	ANNE ARUNDEL COUNTY
- - - - - -	*	- - - - - -
B. RAYMOND BRASHEARS, et al Petitioners	*	No. 8794 - EQUITY
vs.	*	
MINNIE E. COLLISON, WIDOW et al	*	

- - - - -

ANSWER OF NATIONAL CENTRAL BANK OF BALTIMORE TO PETITION TO RE-OPEN PROCEEDINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT.

NATIONAL CENTRAL BANK OF BALTIMORE by Charles F. Stein, and O. Bowie Duckett, its Solicitors, for Answer to the Petition of B. Raymond Brashears to re-open the above entitled case, respectfully says:

1. Answering Paragraphs 1 - 29 inclusive of said Petition, this Respondent says that the matters therein alleged are not within the knowledge of this Respondent, and this Respondent therefore denies the same, and that many of the allegations therein are merely self serving arguments of the Petitioners, the validity of which this Respondent denies.

2. Answering Paragraphs 31 - 38 inclusive of said Petition, this Respondent denies the allegations therein contained, and on the contrary, says that the Petitioners had actual and constructive notice of these proceedings, and were and are bound by the Order of Publication issued therein by this Honorable Court; that as to the manner and form of these proceedings, the same were legally and properly conducted without any fraud on the part of the original Petitioners who brought and conducted these proceedings; this Respondent further says that the present Petitioners are guilty of laches.

3. Answering Paragraphs 39 - 51 inclusive of said Petition, this Respondent says that the matters therein alleged are not within the knowledge of this Respondent, and this Respondent therefore denies the same, many of said allegations

being self serving arguments of the Petitioners, the validity of which this Respondent denies.

Further answering Paragraphs 50 and 51 of said Petition, this Respondent says that this Respondent relied upon the legal title vested in J. B. Hedin and advanced moneys to said J. B. Hedin secured by a Mortgage based upon the improvements which had been erected and maintained on said land by said J. B. Hedin after the said conveyance to him, which improvements had been made and maintained with the actual and constructive knowledge of the Petitioners, their agents and relatives, who elected to stand by and allow said improvements to be made and maintained without opposition on their part, and said Petitioners had actual and constructive knowledge by sight and vision of said improvements erected on the land of said J. B. Hedin to the value of $100,000.00 or more, and that therefore, should this Court re-open this case and decree and find the legal title of said J. B. Hedin insufficient, this Respondent says that it, the said NATIONAL CENTRAL BANK OF BALTIMORE, as the holder of the equitable title thereto, and J. B. Hedin as the holder of the legal title thereto, are entitled to a lien for betterments and improvements for such amount as may be proven in Court.

4. Answering Paragraphs 51 to 60 inclusive of said Petition, this Respondent says that the matters therein alleged are not within the scope of its knowledge and therefore it denies the same, and further that many of said allegations are mere self serving arguments of the Petitioners, the validity of which this Respondent denies.

5. Answering the whole of said Petition and every Paragraph thereof, this Respondent says:

(a) That these proceedings, leading up to the Decree of this Court dated December 28th, 1944 were validly and properly conducted according to the Laws of the State of Maryland.

(b) That the present Petitioners have not established any interest in them in the property in these proceedings mentioned, that the Will of Nicholas G. Collison, which created a life estate in David W. Collison in said property is vague, uncertain and ambiguous as to who might have been entitled to the remainder estate therein, upon the death of David W. Collison without issue; that the Petitioners make claim thereto by virtue of being the class of persons entitled to share in the "rest and residue" of said estate of said Nicholas G. Collison, but if the true construction of the Will of said Nicholas G. Collison is that there is an intestacy as to the taking of the estate in remainder in said property, then all those persons who might be the heirs at law and distributees in intestacy of said Nicholas G. Collison might be those entitled to said estate in remainder.

(c) That it is well settled that persons with alternative or contingent claims in remainder, or whose right to an estate in remainder cannot be determined without the construction of a Will by a Court of competent jurisdiction are not of the class of persons entitled by the laws of Maryland to be made parties to a proceeding to foreclose a tax lien such as the present proceeding, and are put on actual and constructive notice thereof by the Order of Publication which was issued by this Court, and are bound by the final Decree of this Court dated December 28th, 1944.

AND as in duty bound, etc.

Charles F. Stein
(Charles F. Stein)

O. Bowie Duckett
(O. Bowie Duckett)
Solicitors for Respondent -
NATIONAL CENTRAL BANK OF BALTIMORE

27

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 8794 - EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife
Plaintiffs

vs.

DAVID W. COLLISON, et al
Defendants

- - - - - -

B. RAYMOND BRASHEARS, et al
Petitioners

vs.

MINNIE E. COLLISON, Widow

ANSWER OF NATIONAL CENTRAL BANK OF BALTIMORE TO PETITION TO RE-OPEN PROCEEDINGS.

Mr. Clerk:

Please file.

(Charles F. Stein)

(O. Bowie Duckett)
Solicitors for Respondent
NATIONAL CENTRAL BANK OF
BALTIMORE

CHARLES F. STEIN
ATTORNEY AT LAW
231 ST. PAUL PLACE
BALTIMORE 2, MD.

FILED 9 July, 1954.

Thomas Edward Collison and Etta Mae Collison, his wife,	:	No. 8794 Equity
	:	In the
vs.	:	Circuit Court
	:	for
David W. Collison, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

ANSWER OF THOMAS EDWARD COLLISON AND ETTA MAE COLLISON, HIS WIFE, TO THE PETITION TO SET ASIDE DECREE FOR THE REDEMPTION OF PROPERTY

: : : : : : : : : : :

To the Honorable, the Judges of said Court:

The answer of Thomas Edward Collison and Etta Mae Collison, his wife, to the petition of B. Raymond Brashears, et al, to re-open proceedings and set aside decree for the redemption of property, respectfully shows:

1 to 7.

In answer to paragraphs one to seven inclusive these Respondents do not know but they are credibly informed by counsel that the matters and facts stated in paragraphs one to seven inclusive are true and they admit them.

8.

These Respondents admit the allegations contained in paragraph eight of said petition.

9.

These Respondents neither admit nor deny the allegations contained in paragraph nine of said petition.

10.

These Respondents neither admit nor deny the allegations contained in paragraph ten of said petition.

11.

These Respondents neither admit nor deny the allegations contained in paragraph eleven of said petition.

12.

These Respondents have no specific knowledge as to what

David W. Collison had in his mind at the time of the purchase of the property. In fact, they have no knowledge that he purchased said property and they therefore deny the allegations contained therein.

13.

These Respondents neither admit nor deny the allegations contained in paragraph thirteen and have no specific knowledge of the party or parties who paid the taxes.

14.

These Respondents have no specific knowledge and therefore deny the allegations contained in paragraph fourteen of said petition.

15.

These Respondents have no specific knowledge and therefore deny the allegations contained in paragraph fifteen of said petition.

16.

These Respondents have no specific knowledge and therefore deny the allegations contained in paragraph sixteen of said petition but on the contrary were advised by David W. Collison that his wife purchased the real estate in a tax sale and showed them the certificate thereof.

17.

These Respondents neither admit nor deny the allegations contained in paragraph seventeen of said petition.

18.

These Respondents neither admit nor deny the allegations contained in paragraph eighteen of said petition.

19.

These Respondents neither admit nor deny the allegations contained in paragraph nineteen of said petition.

20.

These Respondents neither admit nor deny the allegations contained in paragraph twenty of said petition.

21.

These Respondents emphatically deny that the Petitioners

had no knowledge that the property was advertised for sale for delinquent taxes or that the same was sold and in fact a number of your Petitioners live within one mile of the premises and they knew that these improvements were being made on the property sold for taxes and sat by and watched the place develop without making any protest.

22.

These Respondents neither admit nor deny the allegations contained in paragraph twenty-two of said petition and have no knowledge thereof.

23.

These Respondents admit the allegations contained in paragraph twenty-three of said petition.

24.

These Respondents neither admit nor deny the allegations contained in paragraph twenty-four of said petition.

25.

These Respondents admit the allegations contained in paragraph twenty-five of said petition.

26.

These Respondents deny the allegations contained in paragraph twenty-six of said petition.

27.

These Respondents admit the allegations contained in paragraph twenty-seven of said petition.

28.

This paragraph, being a paragraph of law, these Respondents can neither admit nor deny.

29.

These Respondents admit the allegation contained in paragraph twenty-nine of said petition.

30.

These Respondents can neither admit nor deny the allegations contained in paragraph thirty of said petition.

31.

These Respondents emphatically deny the allegations contained in paragraph thirty-one of said petition.

32.

These Respondents can neither admit nor deny the allegations contained in paragraph thirty-two of said petition but were informed by counsel that he and they have given all notice that was required by law.

33.

These Respondents can neither admit nor deny the allegations contained in paragraph thirty-three of said petition but were informed by counsel that he and they have given all notice that was required by law.

34.

These Respondents deny that the Petitioners were willing to attack the validity of the tax sale proceedings or that they had no actual knowledge thereof and that the same was not only published in the paper but as heretofore stated they passed the place daily and when they questioned him about the matter he advised them his counsel, Mr. Noah A. Hillman, had advised him everything was alright and that is all he knew about the matter.

35.

These Respondents can neither admit nor deny the allegations contained in paragraph thirty-five of said petition.

36.

These Respondents can neither admit nor deny the allegations contained in paragraph thirty-six of said petition.

37.

These Respondents, having no knowledge of law, can neither admits nor deny the allegation contained in paragraph thirty-seven of said petition.

38.

These Respondents, having no knowledge of law, can neither admit nor deny the allegations contained in paragraph thirty-eight of said petition but they have been advised by counsel that the said

Act was valid and that their title was good.

39.

These Respondents admit the allegations contained in paragraph thirty-nine of said petition.

40.

These Respondents admit the allegations contained in paragraph forty of said petition.

41.

These Respondents neither admit nor deny the allegations contained in paragraph forty-one of said petition.

42.

These Respondents neither admit nor deny the allegations contained in paragraph forty-two of said petition.

43 to 54 Incl.

In answer to paragraphs forty-three to fifty-four inclusive in said petition these Respondents admit that they conveyed the properties therein mentioned but have no specific knowledge of the mortgages thereon.

55.

These Respondents deny that they employed George E. Bryant to appraise said real estate for them.

56.

These Respondents neither admit nor deny the allegations contained in paragraph fifty-six of said petition.

57.

These Respondents have no knowledge, therefore, they can neither admit nor deny the allegations contained in paragraph fifty-seven of said petition.

58.

These Respondents have no knowledge, therefore, they can neither admit nor deny the allegations contained in paragraph fifty-eight of said petition.

59.

These Respondents have no knowledge, therefore, they can

neither admit nor deny the allegations contained in paragraph fifty-nine of said petition although the Respondents emphatically deny that the Petitioners did not discover the improvements on the real estate until after the death of David W. Collison.

60.

These Respondents neither admit nor deny the allegations contained in paragraph sixty of said petition.

And further answering said petition in general these Respondents, Thomas Edward Collison and Etta Mae Collison, his wife, respectfully represent unto this Court that they paid $3600 for the property in these proceedings mentioned which was a fair price for the same at that time and that they employed counsel to examine title and they were informed by their attorney Noah A. Hillman that if they began and conducted the proceedings in this cause, No. 8794 Equity, that they would have a good and merchantable title or otherwise they would not have purchased said property and they were so informed by Honorable Ridgley P. Melvin who was the judge of the Circuit Court and the Maryland Court of Appeals at that time. That after the purchase had been made and the decree made final they were advised their title was indefeasible and they made vast improvements and as heretofore stated the Petitioners lived within a mile of the property and passed it every day and saw the improvements going up and the price rise and they waited from 1939 until this time 1954 to file their petition and had they filed their petition in the first instance your Respondents would not have purchased the property.

And having answered said petition as fully as they are advised is necessary they pray that the same be dismissed.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for T.W. and E.M. Collison,
9-11 School St., Annapolis, Md

Copy mailed Marvin I. Anderson, Esq., 20U West St., Annapolis, Md., this 12th day of July, 1954.

George B. Woelfel

No. 3794 Equity

Thomas Edward Collison and
Etta Mae Collison, his wife,

vs.

David W. Collison, et al

Answer of T.E.Collison and wife
to the petition to set aside
decree for the redemption
of property

Mr. Clerk:

Please file.

George B. Woelfel

Solicitor for T.E.Collison and
wife

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

Filed: July 13th 1954

Thomas E. Collison, et al,	:	No. 8794 Equity
	:	In the Circuit Court
vs.	:	for
	:	Anne Arundel County
Minnie E. Collison, et al.	:	

: : : : : : : : : :

ANSWERS TO INTERROGATORIES

1. I don't remember.

2a. Out of both of us, I guess, but I don't remember now.

2b. I don't remember who did pay for it. He usually kept the store and I kept the house.

2c. I don't remember who bought it but I am pretty sure either he and I bought it.

3. I don't know.

4. I don't remember.

5. No, not that I remember.

6. I don't remember it has been so long ago. I know it has been sold and we have nothing to do with it.

Sworn to before me this 8th day of July, 1954, by Minnie E. Collison.

Mary M. Hoff
Mary M. Hoff, Notary Public

Note of counsel George B. Woelfel.

Mrs. Collison will be eighty years old this year, is under the care of a physician and is in very feeble condition.

George B. Woelfel

Copy mailed Marvin I. Anderson, Esq., 20U West St., Annapolis, Md., this 9th day of July, 1954.

George B. Woelfel

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LIBER 112 PAGE 143

No. 8794 Equity

Thomas E. Collison, et al

vs.

Minnie E. Collison, et al

Answers to interrogatories

Mr. Clerk:

Please file.

George B. Woelfel

Solicitor for M.E. Collison

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

Filed: July 13th 1954

Thomas Edward Collison and Etta Mae Collison, his wife,	:	No. 8794 Equity
	:	In the
vs.	:	Circuit Court
	:	for
David W. Collison, et al.	:	Anne Arundel County

: : : : : : : : : : :

ANSWER OF MINNIE E. COLLISON

To the Honorable, the Judges of said Court:

The answer of Minnie E. Collison to paragraphs one to sixty inclusive respectfully shows:

This Respondent is very feeble, is eighty years of age and under the care of a physician and has no interest in this property and does not remember the details set forth in the petition, therefore, this Respondent neither admits nor denies any of the allegations contained in said petition.

And having answered said petition as fully as she is advised is necessary she prays that the same be dismissed.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for M.E. Collison
9-11 School Street
Annapolis, Md.

Copy mailed Marvin I. Anderson, Esq., 20U West St., Annapolis, Md., this 12th day of July, 1954.

George B. Woelfel

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LIBER 112 PAGE 145

No. 8794 Equity

Thomas Edward Collison
and
Etta Mae Collison, his
wife,

vs.

David W. Collison, et al

Answer of Minnie E. Collison

Mr. Clerk:

Please file.

George B. Woelfel
Solicitor for M.E.Collison

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

Filed: July 13th 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	*	
vs.	*	
DAVID W. COLLISON, et al.,	*	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al.,	*	NO. 8794 EQUITY
Petitioners	*	
vs.	*	
MINNIE E. COLLISON, widow, et al.,	*	
Respondents	*	

* * * * * * *

INTERROGATORIES TO THE ANNAPOLIS BANKING AND TRUST COMPANY, A BODY CORPORATE

The petitioners, B. Raymond Brashears, et al., by their attorneys, Marvin I. Andersen and Malcolm B. Smith, demand, pursuant to Discovery Rule II of the General Rules of Practice and Procedure, that the respondent, The Annapolis Banking and Trust Company, a body corporate, answer under oath the following interrogatories:

1. Did the respondent Bank cause to be made an examination of title to lots numbered five (5), six (6), seven (7), and eight (8) on the "unrecorded plat of a subdivision of Tom Collison's property, the portion lying to the North of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and land surveyor, in February, 1946" as described in the two mortgages hereinafter referred to before or after the respondent Bank accepted two mortgages on these lots from Marshall W. Barnes and Frances W. Barnes, his wife, the first bearing the date of March 2, 1946 and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 354, folio , and the second bearing the date of September 9, 1946 and recorded among the aforesaid land records in Liber J. H. H. No. 381, folio 18?

2. If the answer to the first interrogatory be in the affirmative, who was the attorney for the respondent Bank charged with examining the title for both of these loans, and who was the abstracter who actually made the examinations?

3. If examinations were made, did the attorney for the respondent Bank address a letter or letters, in the course of either examination, to the respondent Bank disclosing the results of the examination which he or his abstracter had made?

4. If such a letter or letters were delivered to respondent Bank, file full and complete verbatim copies of the letters with the answer to these interrogatories.

5. Did the attorney representing the respondent Bank ever orally or in writing tell any official of the Bank that he would not unqualifiedly certify the title to the above described real property?

(a) If he refused to so certify, to what official or officials of the respondent Bank did the attorney give such notification?

(b) If he refused to so certify, list in detail the reasons which the attorney gave for his refusal to do so.

6. If the attorney for the respondent Bank failed to unqualifiedly certify the title of Marshall Barnes and wife, did the Bank have any collateral security for either of its two loans?

(a) If so, what was that security in each case?

7. Were either of the two loans to Marshall Barnes and wife insured by any agency of the United States or by any corporation?

(a) If so, what was the agency or corporation in each case, and under what arrangements with respondent Bank were the loans or either of them insured?

8. If any such agency or corporation, as aforesaid, was involved in either of the loans to Barnes and wife, did the respondent Bank's lawyer make examinations of the title in either case?

(a) If he did, did the agency or corporation waive the title defects, in the case of either loan, which the attorney pointed out, if any?

9. Has the title of Marshall Barnes and wife or of their successors in interest to the real estate herein mentioned ever been guaranteed unqualifiedly by any lawyer or title guaranty company to the knowledge of the respondent Bank?

(a) If so, when and by whom was the title so guaranteed?

10. Did the respondent Bank ever make known to Marshall Barnes and his wife, or to any of their successors in interest that its attorney considered the title to the real estate herein mentioned defective?

11. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that the interest of the plaintiffs herein, Thomas Edward Collison and Etta Mae Collison, his wife, in this property was derived originally from the assignment to them of a tax sale certificate by Minnie E. Collison, wife of David W. Collison?

12. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that David W. Collison received only a life interest in this property under the will of his father?

13. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that the wife of David W. Collison obtained her interest in the property as a purchaser at a tax sale after default in the payment of taxes by the said David W. Collison?

14. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that David W. Collison and Minnie E. Collison, his wife, had no children or descendants of children then living?

15. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that the plaintiffs, Thomas Edward Collison and Etta Mae Collison, his wife, had failed to name as defendants in this suit to foreclose the equity of redemption in this property any of the grandchildren of the testator under whose will David W. Collison received his life estate?

Marvin I. Andersen

Marvin I. Andersen

Malcolm B. Smith

Malcolm B. Smith

I hereby certify that I mailed a copy of the above interrogatories to William W. Townshend, Jr., Esquire, Towns-Worth Building, South Street, Annapolis, Md., and Louis M. Strauss, Esquire, Towns-

Worth Building, South Street, Annapolis, Maryland, attorneys for The Annapolis Banking and Trust Company, this 14th day of July, 1954.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

NO. 8794 EQUITY

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and wife vs.
DAVID W. COLLISON, et al

B. RAYMOND BRASHEARS and wife, et al,
Petitioners

vs.
MINNIE E. COLLISON, widow, et al,
Respondents

INTERROGATORIES TO THE ANNAPOLIS BANKING AND TRUST COMPANY

Mr. Clerk:

Please file the within interrogatories in this cause.

PCE419 Marvin I. Anderson

Marvin I. Anderson

Malcolm B. Smith

Malcolm B. Smith
Attorneys for Petitioners

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

Filed 14 July, 1954.
Refiled 23 Sept., 1954.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife,	*	
vs.	*	
DAVID W. COLLISON, et al.,	*	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al.,	*	NO. 8794 EQUITY
Petitioners	*	
vs.	*	
MINNIE E. COLLISON, widow, et al.,	*	
Respondents	*	

* * * * * * *

INTERROGATORIES TO NATIONAL CENTRAL BANK OF BALTIMORE, A BODY CORPORATE

The petitioners, B. Raymond Brashears, et al., by their attorneys, Marvin I. Anderson and Malcolm B. Smith, demand, pursuant to Discovery Rule II of the General Rules of Practice and Procedure, that the respondent, National Central Bank of Baltimore, a body corporate, answer under oath the following interrogatories:

1. Did the respondent Bank cause to be made an examination of title to lots numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the "unrecorded plat of a subdivision of Tom Collison's property, the portion lying to the North of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and lany surveyer, in February, 1946" as described in the mortgage hereinafter referred to before or after the respondent Bank accepted the mortgage on these lots from John D. Hedin and Emma J. Hedin, his wife, bearing the date of February 8, 1952 and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 666, folio 528?

2. If the answer to the first interrogatory be in the affirmative, who was the attorney for the respondent Bank charged with examining the title, and who was the abstracter who actually made the examination?

3. If an examination was made, did the attorney for the res-

pondent Bank address a letter or letters to the respondent Bank disclosing the results of the examination which he or his abstracter had made?

4. If such a letter or letters were delivered to respondent Bank, file full and complete verbatim copies of the letters with the answer to these interrogatories.

5. Did the attorney representing the respondent Bank ever orally or in writing tell any official of the Bank that he would not unqualifiedly certify the title to the above described real property?

(a) If he refused to so certify, to what official or officials of the respondent Bank did the attorney give such notification?

(b) If he refused to so certify, list in detail the reasons which the attorney gave for his refusal to do so.

6. If the attorney for the respondent Bank failed to unqualifiedly certify the title of Marshall Barnes and wife, did the Bank have any other security in the form of real estate or any collateral security for its loan?

(a) If so, what is that security?

7. Was the loan to John D. Hedin insured by any agency of the United States or by any corporation?

(a) If so, what was the agency or corporation, and under what arrangements with respondent Bank was the loan insured?

8. If any such agency or corporation, as aforesaid, was involved in the l an to John D. Hedin, did the respondent Bank's lawyer make an examination of the title?

(a) If he did, did the agency or corporation waive the title defects which the attorney pointed out, if any?

9. Has the title of John D. Hedin ever been guaranteed as to the real estate herein mentioned without qualifications by any lawyer or title guaranty company to the knowledge of the respondent Bank?

(a) If so, when and by whom was the title so guaranteed?

10. Did the respondent Bank or its attorney ever make known to John D. Hedin that its attorney considered the title to the real estate herein mentioned defective?

11. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that the interest of the plaintiffs herein, Thomas Edward Collison and Etta Mae Collison, his wife, in this property was derived originally from the assignment to them of a tax sale certificate by Minnie E. Collison, wife of David W. Collison?

12. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that David W. Collison received only a life interest in this property under the will of his father?

13. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that the wife of David W. Collison obtained her interest in the property as a purchaser at a tax sale after default in the payment of taxes by the said David W. Collison?

14. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that David W. Collison and Minnie E. Collison, his wife, had no children or descendants of children then living?

15. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that the plaintiffs, Thomas Edward Collison and Etta Mae Collison, his wife, had failed to name as defendants in this suit to foreclose the equity of redemption in this property any of the grandchildren of the testator under whose will David W. Collison received his life estate?

16. Did the respondent Bank have knowledge or did the attorney for the respondent Bank inform it that the deed from Thomas Edward Collison and wife to John D. Hedin was marked by the attorney who prepared it, "No Title Examination"?

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

I hereby certify that I mailed a copy of the above interrogatories to Charles F. Stein, Jr., Esquire, 231 St. Paul Place, Baltimore 2, Maryland, and O. Bowie Duckett, Esquire, 88 State Circle, Annapolis, Maryland, attorneys for National Central Bank of Baltimore, this 14th day of July, 1954.

Malcolm B. Smith
~~Marvin I. Anderson~~

Marvin I. Anderson
~~Malcolm B. Smith~~
Attorneys for Petitioners

NO. 8794 EQUITY

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and wife vs.
DAVID W. COLLISON, et al

B. RAYMOND BRASHEARS and wife, et al,
Petitioners

vs.
MINNIE E. COLLISON, widow, et al,
Respondents

INTERROGATORIES TO THE NATIONAL CENTRAL BANK OF BALTIMORE

Mr. Clerk:

Please file the within interrogatories in this cause.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

Filed 14 July, 1954.
Refiled 23 Sept., 1957.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	No. 8794 EQUITY
vs.	:	IN THE
DAVID W. COLLISON, et al.	:	CIRCUIT COURT
and	:	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al	:	FOR
Petitioners	:	ANNE ARUNDEL COUNTY
vs.	:	
MINNIE E. COLLISON, Widow, et al	:	
Respondents	:	

: : : : :

EXCEPTIONS TO INTERROGATORIES TO ANNAPOLIS BANKING & TRUST COMPANY

Now comes the Annapolis Banking and Trust Company and William W. Townshend, Jr., and Louis M. Strauss, their attorneys, and individually and collectively except to each and every interrogatory propounded, one through fifteen, and for cause says:

That the subject matter in the aforegoing Interrogatories are matters of confidential relationship between attorney and client and is not accordingly properly a matter of inquiry by interrogatories or otherwise in these proceedings, or any proceedings, because of their nature; and secondly, they are not matters of concern to the subject matter of this suit because they attempt to create and establish matters of law.

William W. Townshend, Jr.

Louis M. Strauss
Attorneys

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George W. Velenovsky, who is Vice President of the Annapolis Banking and Trust Company, and made oath in due form of law that the foregoing exceptions to interrogatories

Copy Mailed to Marvin I Anderson, Esq
Postage Prepaid this 16th day of July, 1954
To 21 West St. Annapolis, Md
Attys for Annapolis Banking & Trust Co.

are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Alice C. Hudak
Notary Public
Alice C. Hudak

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No. 8794 Equity

In the Circuit Court for
Anne Arundel County

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife
vs.
DAVID W. COLLISON, et al
and
B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, et al

vs.

MINNIE E. COLLISON, Widow, et al

Exceptions to Interrogatories
to Annapolis Banking and Trust
Company

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.
ANNAPOLIS, MD.

Filed: July 16th, 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	
vs.	:	
DAVID W. COLLISON, et al.	:	
and	:	NOL 8794 EQUITY
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al	:	
Petitioners	:	
vs.	:	
MINNIE E. COLLISON, widow, et al	:	
Respondents	:	

: : : : : : :

EXCEPTIONS TO REFUSAL OF ANNAPOLIS BANKING AND TRUST COMPANY TO ANSWER INTERROGATORIES

Now come the petitioners, B. Raymond Brashears, et al., by their attorneys, Marvin I. Anderson and Malcolm B. Smith, and except to sufficiency of the refusal of the respondent, The Annapolis Banking and Trust Company, a body corporate, to answer the interrogatories submitted to it by the petitioners in these proceedings, and for cause say:

1. That the refusal of the respondent Bank to answer the interrogatories propounded was not made in the form prescribed by Discovery Rule II of the General Rules of Practice and Procedure.

2. That the subject matter of the interrogatories propounded are not matters of confidential relationship between attorney and client and is therefore not privileged.

3. That the subject of the interrogatories propounded are of concern to the subject matter of this suit.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

I hereby certify that I mailed a copy of the above exceptions to William W. Townshend, Jr., Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, and Louis M. Strauss, Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, attorneys for The Annapolis Banking and Thust Company, this 19th day of July, 1954.

Marvin I. Anderson
Attorney for Petitioners

NO. 8794 EQUITY
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife
vs.
DAVID W. COLLISON, et al.
and
B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,
et al.,
Petitioners
vs.
MINNIE E. COLLISON, widow,
et al, Respondents

EXCEPTIONS TO REFUSAL OF ANNAPOLIS BANKING AND TRUST COMPANY TO ANSWER INTERROGATORIES

Mr. Clerk:

Please file the above exceptions.

Marvin I. Anderson

Malcolm B. Smith

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

Filed 19 July, 1954.

THOMAS EDWARD COLLISON, et al	*	
	*	
vs.	*	IN THE CIRCUIT COURT
DAVID W. COLLISON, et al	*	
B. RAYMOND BRASHEARS, et al Petitioners	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
MINNIE E. COLLISON, et al Respondents	*	No. 8794 - EQUITY

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

ANSWER OF NATIONAL CENTRAL BANK OF BALTIMORE TO INTERROGATORIES

NATIONAL CENTRAL BANK OF BALTIMORE, by CHARLES F. STEIN and O. BOWIE DUCKETT, its Attorneys, for Answer to the Interrogatories of B. RAYMOND BRASHEARS, et al, says:

1. Yes.

2. The Attorney for the Bank was CHARLES F. STEIN and the abstractor who made the examination was HENRY W. MEURER, JR.

3. Yes.

4. Respondent declines to answer for the reason that a communication from Attorney to Client is "privileged".

5. The Attorney informed the Bank that a portion of the title to the property to be included in the Mortgage was derived from a tax sale. See attached report of the abstractor.

6. The Bank has no other security in the form of real estate than that contained in the mortgage to it from JOHN D. HEDIN and WIFE.

7. No.

8. No such agency.

9. The Bank has no knowledge of any guarantee of title by a title guarantee company, or lawyer, However, the Bank has no knowledge whether or not the said JOHN D. HEDIN received any certification at the time he acquired title to the real estate.

10. No.

11. The Bank had knowledge of the existance of a tax sale in the chain of title and knew that the tax sale had been finally ratified and confirmed by a Decree of the Circuit Court for Anne Arundel County, dated December 28th, 1944, foreclosing all rights of redemption. The Bank did not have knowledge as to the technical details of the tax sale, nor of the proceedings to foreclose the right of redemption.

12. No.

13. No.

14. No.

15. No.

16. No.

Charles F. Stein
(Charles F. Stein)

NATIONAL CENTRAL BANK OF BALTIMORE

John J. Ghingher
John J. Ghingher President

O. Bowie Duckett
(O. Bowie Duckett)
Attorneys for Respondent
NATIONAL CENTRAL BANK OF BALTIMORE

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this day of JULY, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared **John J. Ghingher** President of NATIONAL CENTRAL BANK OF BALTIMORE and made oath in due form of law that the Answers to Interrogatories aforegoing are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Chas. M. Bender
Chas. M. Bender Notary Public

My commission expires May 2, 1955.

HENRY W. MEURER, JR.
ATTORNEY AT LAW
3506 PARKSIDE DRIVE
BALTIMORE 14, MD.

ANNE ARUNDEL COUNTY
as of February 2nd, 1952.

MAYO-J. D. Hedin Property
15.003 Acres
9.50 Acres
Lots 9 to 16 Inc. 1.24 Acres-Collison Sub-division

FEE SIMPLE

The above three tracts of property all originally came out of the Estate of Commodore Isaac Mayo who by his Last Will and Testament devised the property to his daughter Sophia, for life and at her death to her children. Sophia marries Thomas H. Gaither and there were two children, Georgianna and Thomas, Jr. In 1890 the Mother and two children joined in a deed of partition and in this conveyance Thomas, Jr. was allotted "96" which was to indicated the number of acres and several other tracts. The tracts containing 15.003 acres and 9.50 acres come out of "96" and the plat on the scale 1" to 200' endeavors to indicate about how these two tracts have been carved out. The lots from Collison Sub-division come out of a tract adjacent to the east of "96". An unrecorded plat attached to the search on the Sub-division will give the approximate location of these lots.

It is to be noted that in connection with the original Collison property consisting of 20.3 acres, that there was a tax sale in 1938, etc., but that Thomas Collison and wife, who purchased the Tax Certificate from the purchaser of the property at the tax sale, instituted an action in Equity David W. Collison, holder in title before the tax sale, and all other persons claiming any right to the property, which proceeding was brought under the Act relating to tax sales made prior to the Act of 1943. The purpose of such action being to foreclose all rights of redemption. There was a final decree in this case in favor of Thomas Collison and wife, from whom J. D. Hedin subsequently took title to the eight lots.

Descriptions

In this connection, reference is made to the letter of January 28th, 1952, from J. D. Hedin to Mr. Ghinger which very clearly and fully gives the information necessary and further attention is called to the bracketing out of certain portions which are only the ones necessary for the purposes of the mortgage.

JUDGEMENTS

NONE

TAXES

All taxes on this property for 1951 have been paid. The taxes for 1952 have not been paid and with the searches will be found the 1952 bills. It is interesting to note from the Tax Bills that the properties collectively are assessed for approximately Seventy-five thousand dollars.

ANNE ARUNDEL SANITARY COMMISSION-to be checked

I HEREBY CERTIFY, that a copy of the Answer to Interrogatories was mailed to Marvin I. Anderson, Esquire, of Counsel for the Petitioners, 20 N. West Street, Annapolis, Maryland, this day of JULY, 1954.

O. Bowie Duckett

(O. Bowie Duckett)
Attorney for NATIONAL CENTRAL
BANK OF BALTIMORE

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 8794 - EQUITY

THOMAS EDWARD COLLISON,
et al

vs.

DAVID W. COLLISON, et al
R. RAYMOND BRASHEARS, et al
Petitioners

vs.

MINNIE E. COLLISON, et al
Respondents

ANSWER OF NATIONAL CENTRAL BANK
OF BALTIMORE TO INTERROGATORIES

Mr. Clerk:

Please file.

Cl Eq 20

(Charles F. Stein)

(O. Bowie Duckett)
Attys. for Respondent
NATIONAL CENTRAL BANK OF BALTIMORE.

CHARLES F. STEIN
ATTORNEY AT LAW
231 ST. PAUL PLACE
BALTIMORE 2, MD.

FILED Filed 23 July, 1954.
Refiled 23 Sept., 1954.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	*	
vs.	*	
DAVID W. COLLISON, et al.	*	NO. 8794 EQUITY
	*	IN
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al.,	*	THE CIRCUIT COURT
Petitioners	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
MINNIE E. COLLISON, widow, et al., Respondents	*	

* * * * * * *

EXCEPTION TO REFUSAL TO ANSWER INTERROGATORY FOUR AND TO THE SUFFICIENCY OF ANSWER TO INTERROGATORY FIVE BY NATIONAL CENTRAL BANK OF BALTIMORE

Now come the petitioners, B. Raymond Brashears, et al., by their attorneys, Marvin I. Anderson and Malcolm B. Smith, and except to the refusal of the respondent, National Central Bank of Baltimore, a body corporate, to answer interrogatory number four (4) propounded by the petitioners in these proceedings, and for cause say that the facts found by an attorney from the public records and relayed to his client are not privileged from discovery and that such parts of the letter or letters mentioned in interrogatory number four (4) which disclose such facts are not privileged.

And the petitioners except to the sufficiency of the answer by the respondent Bank to interrogatory number five (5) propounded by the petitioners in these proceedings, and for cause say that the respondent Bank has failed to answer, or to state any grounds for refusing to answer, the main and principal question propounded, although the respondent Bank has purported to answer a subsidiary and dependent part of the aforesaid fifth interrogatory.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

I hereby certify that I mailed a copy of the above interrogatories to Charles F. Stein, Esquire, 231 St. Paul Place, Baltimore 2, Maryland, and O. Bowie Duckett, Esquire, 58 State Circle, Annapolis, Maryland, attorneys for National Central Bank of Baltimore, this 30th day of July, 1954.

Marvin I. Anderson
Attorney for Petitioners

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NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON
ETTA MAE COLLISON, his wife

vs.

DAVID W. COLLISON, et al.

EXCEPTION TO REFUSAL TO ANSWER INTERROGATORY AND TO THE SUFFICIENCY OF ANSWER TO INTERROGATORY BY NATIONAL CENTRAL BANK OF BALTIMORE

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

Filed 29 July 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON, and ETTA MAE COLLISON, his wife, PLAINTIFFS.	:	
VS.	:	
DAVID W. COLLISON, and others, DEFENDANTS.	:	
- - - - - - - - - - - - - - - - -	:	NO. 8794 EQUITY
B. RAYMOND BRASHEARS, and others, PETITIONERS.	:	
VS.	:	
MINNIE E. COLLISON, widow, and others, RESPONDENTS.	:	

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ORDER OF COURT OVERRULING EXCEPTIONS TO ANSWER OF NATIONAL CENTRAL BANK OF BALTIMORE TO INTERROGATORIES.

For the reasons set forth in the memorandum this day filed by me on the exceptions to the refusal of the Annapolis Banking and Trust Company to answer certain interrogatories:

It is, thereupon, this fifth day of August, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the petitioners' exceptions filed July 29, 1954, to the National Central Bank of Baltimore's refusal to answer, or further answer, the fourth and fifth interrogatories propounded to it July 14, 1954, be, and the same are hereby, overruled; and that said Bank be, and it is hereby, sustained in its refusal to answer, or further answer, said interrogatories.

Jan Clerk
Judge.

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, IN
EQUITY

NO. 8794 EQUITY

Thomas Edward Collison, and
Etta Mae Collison, his wife,

Plaintiffs.

vs.

David W. Collison, and others,

Defendants.

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

B. Raymond Brashears, and others,

Petitioners.

vs.

Minnie E. Collison, Widow, and
others,

Respondents.

ORDER OF COURT OVERRULING
EXCEPTIONS TO ANSWER OF
NATIONAL CENTRAL BANK OF
BALTIMORE TO INTERROGATORIES.

Filed 5 Aug., 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON, and ETTA MAE COLLISON, his wife, PLAINTIFFS. VS. DAVID W. COLLISON, and others, DEFENDANTS.	
- - - - - - - - - - - - - - - - - - - -	NO. 8794 EQUITY
B. RAYMOND BRASHEARS, and others, PETITIONERS. VS. MINNIE E. COLLISON, widow, and others, RESPONDENTS.	

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MEMORANDUM AND ORDER ON INTERROGATORIES PROPOUNDED TO ANNAPOLIS BANKING AND TRUST COMPANY.

On March 16, 1954, B. Raymond Brashears, and others, hereinafter called "petitioners", filed a petition herein praying, among other things, that this court's decree of December 28, 1944, be reopened. The Annapolis Banking and Trust Company, hereinafter called the "Bank", was alleged to have taken a mortgage on a part of the property mentioned in said decree, and was made a respondent in said petition. Said Bank demurred to said petition, and, when said demurrer was overruled, answered. The petitioners, thereupon, pursuant to the provisions of Discovery Rule 2, of the Rules of Practice and Procedure, served fifteen written interrogatories on said Bank, and demanded that it answer the same. Instead of doing so, said Bank and its attorneys excepted to each and every of said interrogatories. The petitioners then came along, and excepted to the refusal of said Bank to answer. These exceptions are now before me. It will be noticed that, while the petitioners criticize the procedure

adopted by the Bank, they, themselves, are very definitely off on their procedure when they attempt, by interrogatories propounded under said Discovery Rule 2, to procure copies of documents thought to be in the Bank's possession. Copies of such documents can only be procured, if at all, under Discovery Rule 4 after a showing of "good cause therefor." I will treat the Bank's exceptions as refusals to answer, and the petitioners' exceptions as exceptions to such refusals.

One of the grounds of the Bank's demurrer was that the petitioners' claim, if any they ever had, was barred by laches. I do not see anything about laches in said Bank's answer, but petitioners evidently expect the Bank to rely thereon, and hope, by said Bank's answers to said interrogatories, to show that said Bank had knowledge of at least some of the defects which said petitioners allege invalidate the questioned decree. In other words, the petitioners are apparently subjecting the Bank to a counter offensive on the matter of laches. But, regardless of what their idea is, if they choose to invoke the Discovery Rules, they must be content to be circumscribed thereby.

(1) I cannot see how the sixth, seventh, eighth and ninth interrogatories, regardless of how they are answered, have any relevancy to the issues in this case. They are, accordingly, improper. (Roberts vs. Roberts, 198 Maryland 299). In addition to that, some of said interrogatories violate the rule of privilege as hereinafter shown. I will sustain the Bank in its refusal to answer said interrogatories.

(2) The vice of the petitioners' position on several of said interrogatories is that, while their counsel, in their arguments and in their memorandum, insist that all they want is the facts which the Bank's attorney:

> "obtained from the public records, and relayed to the Bank, and not whatever advice the attorney may have given to the Bank therein,"

said interrogatories are definitely and unqualifiedly designed to

draw from the Bank the "advice and opinions" of its attorney. For instance, take the fifth interrogatory. If the answer to that question is "yes", then it would be equivalent to saying that the Bank's attorney was of the opinion that the title to the property in question was not good and merchantable, and had so advised the Bank. And then take subdivision (b) of said fifth interrogatory. How could said Bank list in detail the "reasons" which the attorney gave for his refusal to certify without saying that he was of the opinion that said title was not good and merchantable? I hold that petitioners may not require the Bank to produce the "advice and opinions" of its counsel under the guise of compelling a "discovery of facts". This distinction is well illustrated by Judge Inch in his opinion in In Re Prudence-Bonds Corporation, 76 Federal Supplement 643, (D.C., N.Y., 1948), cited with approval by Barron and Holtzoff in their excellent work on Federal Practice and Procedure, as well as by petitioners' counsel in their own memorandum. In fact, I am confident that had said counsel looked up the law, and written said memorandum, prior to filing said interrogatories, they would not have fallen into the error they did.Then, as I read Mr. Justice Murphy's opinion in Hickman vs. Taylor, 91 Lawyers' Edition 451, the word "privilege," as used in the Federal Rules then under discussion, limiting examination and interrogatories to matters not privileged, is not identical with "privilege" in the law of evidence for excluding testimony. Under this ruling the "work product of the lawyer" cannot be examined by his adversary. The same thing applies to our rules. I sustain the Bank's refusal to answer the fifth and tenth interrogatories on the ground that they are designed to draw from the Bank the "advice and opinions" of its attorney.

(3) I do not see why the Bank should not answer the first, second, third, eleventh, twelfth, thirteenth, fourteenth and fifteenth interrogatories. I do not want to be understood as holding that I consider said interrogatories relevant. They may, and they

may not, be. I will, however, order the Bank to answer them.

(4) That disposes of all but the fourth interrogatory. I, at this time, sustain the Bank's refusal to produce the letter, or the letters, therein referred to. If said letters exist, and are to be produced at all, the petitioners must proceed under Discovery Rule 4. In any event, I cannot intelligently rule on said interrogatory until I know what the petitioners mean by the words "the results of the examination" used in the third interrogatory. If they simply mean a report on the state of the title taken from the public records, the information sought would be unobjectionable, and, in any event, would probably be furnished by the answers to the eleventh, twelfth, thirteenth, fourteenth and fifteenth interrogatories. On the other hand, if this is simply another effort of counsel for petitioners to require the Bank to disclose the "advice and opinions" of its attorney, the production of the letters should not be required.

It is, thereupon, this fifth day of August, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED:

(1) That the exceptions of the petitioners to the Bank's refusal to answer the fourth, fifth, sixth, seventh, eighth, ninth and tenth interrogatories be, and the same are hereby, overruled; that said Bank's refusal be, and the same is hereby, sustained; and that said Bank need not answer said interrogatories.

(2) That the exceptions of said petitioners to the Bank's refusal to answer the first, second, third, eleventh, twelfth, thirteenth, fourteenth and fifteenth interrogatories be, and the same are hereby, sustained; that said Bank's refusal be, and the same is hereby, overruled; and that said Bank be, and it is hereby, required to answer said last named interrogatories within fifteen days from this date.

Judge.

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IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, IN
EQUITY

NO. 8794 EQUITY

Thomas Edward Collison, and
Etta Mae Collison, his wife,

Plaintiffs.

vs.

David W. Collison, and others,

Defendants.

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

B. Raymond Brashears, and others,

Petitioners,

vs.

Minnie E. Collison, Widow, and
others,

Respondents.

MEMORANDUM AND ORDER ON
INTERROGATORIES PROPOUNDED
TO ANNAPOLIS BANKING AND
TRUST COMPANY.

Filed 5 Aug., 1954.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife,	:	IN THE
vs.	:	CIRCUIT COURT
DAVID W. COLLISON, et al.,	:	FOR
and	:	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al.,	:	ANNE ARUNDEL COUNTY
Petitioners	:	
vs.	:	NO. 8794 EQUITY
MINNIE E. COLLISON, widow, et al.,	:	
Respondents	:	

: : : : : : :

ANSWER TO INTERROGATORIES NUMBERS ONE, TWO, THREE, ELEVEN, TWELVE, THIRTEEN, FOURTEEN AND FIFTEEN IN CONFORMITY WITH COURT ORDER DATED AUGUST 5, 1954.

Now comes the Annapolis Banking and Trust Company, a body corporate, and Answers the Interrogatories set forth above as follows:

1. In Answer to Interrogatory No. 1, the answer is "Yes".

2. In Answer to Interrogatory No. 2, the answer is William W. Townshend, Jr. Esquire, and Morris Albert, Esquire.

3. In Answer to Interrogatory No. 3, the answer is "Yes".

4. In answer to Interrogatory No. 11, the answer is "No".

5. In answer to Interrogatory No. 12, the answer is "Yes".

6. In answer to Interrogatory No. 13, the answer is "Yes".

7. In answer to Interrogatory No. 14, the answer is "No."

8. In answer to Interrogatory No. 15, the answer is "No".

ANNAPOLIS BANKING AND TRUST COMPANY,

By: _____ (SEAL)
G. W. Velenovsky,
Vice President

William W. Townshend, Jr., Esquire

Louis M. Strauss, Esquire

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared G. W. Velenovsky who is Vice President of the Annapolis Banking and Trust Company, a body corporate, and made oath in due form of law that the matters and facts set forth in the aforegoing Answer to Interrogatories are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Alice C. Hudak
Notary Public
Alice C. Hudak

I hereby certify that I mailed a copy of the above Answer to Interrogatories to Marvin I. Anderson, Esquire, and Malcolm R. Smith, Esquire, 20 West Street, Annapolis, Maryland, Attorneys for Petitioners, this 10th day of August, 1954, postage prepaid.

LIBER 112 PAGE 179

Equity No. 8794

In the Circuit Court for
Anne Arundel County

Thomas Edward Collison,

et al

vs.

Minnie E. Collison,

et al

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.
ANNAPOLIS, MD.

Filed 10 Aug., 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife vs. DAVID W. COLLISON, et al.	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al., Petitioners vs. MINNIE E. COLLISON, widow, et al., Respondents	NO. 8794 EQUITY

INTERROGATORIES TO THOMAS EDWARD COLLISON AND ETTA MAE COLLISON, HIS WIFE

The petitioners, B. Raymond Brashears, et al,, by their attorneys, Marvin I. Anderson and Malcolm B. Smith, demand, pursuant to Discovery Rule II of the General Rules of Practice and Procedure, that the respondents, Thomas Edward Collison and Etta Mae Collison, his wife, answer separately and under oath the following interrogatories:

1. State the names and addresses of all persons whom these respondents or their counsel expect to produce as witnesses in any hearing of the petitioners' case.

2. To whom was the consideration for the assignment of the tax sale certificate from Minnie E. Collison to these respondents actually handed, who eventually received it, and was it paid for in cash or by check?

3. Did these respondents, or either of them, cause to be made an examination of title to the real estate involved in these proceedings before or after they accepted the assigned tax sale certificate executed by Minnie E. Collison and filed in this cause?

4. If an examination was made, did the attorney for these respondents ever orally or in writing disclose to these respondents or their agents the results of the examination which he or his

abstracter had made?

(a) What were the dates when such disclosures were made?

5. If such disclosures were made to the respondents, or either of them, or their agents, state all the facts so disclosed about the title to the real estate involved in these proceedings which the attorney or abstracter obtained from the examination of the public records or other sources other than from these respondents.

6. Did these respondents, or either of them, have knowledge at the time they accepted the assignment to them of the tax sale certificate from Minnie E. Collison, or at the time they instituted this suit in equity, or during the time any improvements were being erected by them or their agents on the real estate involved in those proceedings:

(a) That David W. Collison had received only a life interest in the property under the will of his father?

(b) That the wife of David W. Collison had obtained her interest in the property as a purchaser at a tax sale after the default in the payment of taxes by the said David W. Collison, and

(c) That David W. Collison and Minnie E. Collison, his wife, had no children or descendants of children then living?

7. On what date or dates was construction started on any improvements upon any of the real estate in which these respondents still claim to be the legal owners which is involved in these proceedings, and when were such improvements completed in each case?

8. At the time these proceedings were commenced in 1944, did not the attorney for these respondents, or either of these respondents, have in his or their possession a list of all or a number of the grandchildren of Nicholas G. Collison?

(a) Did not either of the respondents know personally all or a considerable number of the grandchildren of Nicholas G. Collison or their descendants at the time they filed their bill of complaint in this cause?

9. Give the names and addresses of all attorneys who, to the knowledge of these respondents, or either of them, have made any kind of an examination of title to any portion of this real estate since December 28, 1944.

10. Was not the respondent, Thomas Edward Collison, present when settlement was made and the property which had been purportedly conveyed to Marshall Barnes and wife was transferred to Paul D. Collison and Lois V. Collison, his wife?

(a) In the course of that settlement did not the respondent, Thomas Edward Collison, state that he had instigated the sale to or purchase by Paul D. Collison and wife of the Barnes tract?

(b) Was not the respondent, Thomas Edward Collison, interested in having his son, Paul D. Collison, purchase the Barnes tract (which was for sale) in order that he could complete sales of other portions of the real estate herein involved as prospective commercial sites and to have, as the owner of the Barnes tract, a party who would not object to other portions of this real estate being used for commercial purposes.

11. When Paul D. Collison and wife purported to assume the mortgage of Marshall Barnes and wife, did not the respondent, Thomas Edward Collison, ever assure the said Paul D. Collison that he, Thomas Edward Collison, would assist in making payments on this mortgage?

(a) State exactly what assurances or agreements were made between Thomas Edward Collison and Paul D. Collison with respect to the mortgage which Paul D. Collison assumed when he acquired the Barnes' lots.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

I hereby certify that on this 12th day of August, 1954,

I mailed a copy of the aforegoing Interrogatories to George B. Woefel, Esquire, School Street, Annapolis, Maryland, attorney for the respondents, Thomas Edward Collison and Etta Mae Collison, his wife.

Marvin I. Anderson
Attorney for Petitioners

LIBER 112 PAGE 184

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
~~ANNE ARUNDEL COUNTY~~

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

vs.

DAVID W. COLLISON, et al.

INTERROGATORIES TO
THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

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MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 13 Aug., 1954.

THE BARRETT PRINTING COMPANY

Refiled 23 Sept., 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	
vs.	:	
DAVID W. COLLISON, et al.	:	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al., Petitioners	:	NO. 8794 EQUITY
vs.	:	
MINNIE E. COLLISON, widow, et al., Respondents	:	

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

INTERROGATORIES TO JOHN D. HEDIN AND EMMA J. HEDIN, HIS WIFE

The petitioners, B. Raymond Brashears, et al., by their attorneys, Marvin I. Anderson and Malcolm B. Smith, demand, pursuant to Discovery Rule II of the General Rules of Practice and Procedure, that the respondents, John D. Hedin and Emma J. Hedin, his wife, answer separately and under oath the following interrogatories:

1. State the names and addresses of all persons whom these respondents or their counsel expect to produce as witnesses in this case.

2. With whom did these respondents or either of them, or their agents deal for the purchase of the real estate conveyed to them by the respondents, Thomas Edward Collison and Etta Mae Collison, his wife?

3. With respect to the consideration paid for the purchase of the above-mentioned real estate, state the agreed price, the date or dates of payments, the amounts paid in each instance, and to whom payment was made in each instance.

4. Was a written contract of sale ever executed for the purchase of the said real estate?

(a) Was any agreement ever reached between the respondent, John D. Hedin, and the respondent, Thomas Edward Collison, or their

agents, that all or any portion of the agreed purchase price should not be paid until the said John D. Hedin could acquire a good and merchantable title to the said real estate?

5. Did the respondent, John D. Hedin, cause to be made an examination of title to lots numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the "unrecorded plat of a subdivision of Thomas E. Collison's property, the portion lying to the North of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and land surveyor, in February, 1946"?

6. If the answer to the fifth interrogatory be in the affirmative, who was the attorney for the respondent charged with examining the title, and who was the abstracter who actually made the examination?

7. If an examination was made, did the attorney for the respondents ever orally or in writing disclose the results of the examination which he or his abstracter had made?

(a) What were the dates when such disclosures were made to the respondents or their agents?

8. If such disclosures were made to the respondents or their agents, state all the facts so disclosed about the title to the real estate involved in these proceedings which the attorney or abstracter obtained from the examination of public records, or from other sources, other than from these respondents.

9. Did these respondents have knowledge, at the time they accepted the aforesaid deed, or during the time any improvements were being erected on the aforementioned lots:

(a) That the interest of the said Thomas Edward Collison and wife in this property was derived originally from the assignment to them of a tax sale certificate by Minnie E. Collison, wife of David W. Collison?

(b) That David W. Collison had received only a life interest in the property under the will of his father?

(c) That the wife of David W. Collison obtained her interest in the property as a purchaser at a tax sale after the default in the payment of taxes by the said David W. Collison?

(d) That David W. Collison, and Minnie E. Collison, his wife, had no children or descendants of children then living?

(e) That the aforesaid Thomas Edward Collison and Etta Mae Collison, his wife, had failed to name individually as defendants in this suit to foreclose the equity of redemption in this property any of the grandchildren of the testator under whose will David W. Collison received his life estate?

10. On what date or dates was construction started on any improvements upon any of the real estate purportedly conveyed to the respondent, John D. Hedin, as aforesaid, and when were such improvements completed in each case?

11. For what period or periods of time did Marshall Barnes and Frances W. Barnes, his wife, live upon real estate owned and occupied by these respondents, or either of them, and what is the relationship of either of them to either of the Barneses?

(a) Prior to the time John D. Hedin entered into negotiations for the purchase of the aforementioned lots, did not either Marshall Barnes or his wife ever mention to the respondents, or either of them, that they - the Barneses - had been informed that the property involved in these proceedings was tax sale property, that the title thereto was defective, and that the title might someday be seriously contested?

(b) State exactly what Marshall Barnes and/or Frances W. Barnes, his wife, told the respondent, John D. Hedin, or his wife, concerning the title to any part of the real estate involved in these proceedings prior to the time Hedin accepted the deed for the aforementioned lots or began improvements thereon?

12. At the time the respondent, John D. Hedin, accepted the deed for the above-mentioned lots, or during the period when improvements were being erected on these premises by him, did the

respondent, John D. Hedin, believe, or was he told by any person or persons, that if any person or persons should try to contest the title to this real estate, such person or persons would have to compensate the respondent, Hedin, for the value of the improvements in order to recover the land?

(b) If the respondent, John D. Hedin, was told substantially this, by what person or persons was he told such a theory.

13. State fully any facts about the title to the aforementioned lots which the officers or attorneys of National Central Bank of Baltimore, a respondent herein, may have communicated to the respondent, John D. Hedin, or his agents, and the approximate dates of all such communications or conversations.

(b) State fully whatever conversation or communication which the respondent, John D. Hedin, or his agents, may have had with the respondents, Thomas Edward Collison and Etta Mae Collison, his wife, or their agents, with respect to the title of the aforementioned lots and the approximate dates of all such communications or conversations.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

I hereby certify that I mailed a copy of the aforegoing Interrogatories to Wilmer Dove Pyles, Esquire, Upper Marlboro, Maryland, attorney for the respondents, John D. Hedin and Emma J. Hedin, his wife, this 12th day of August, 1954.

Marvin I. Anderson

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LIBER 112 PAGE 189

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
~~ANNE ARUNDEL COUNTY~~

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

vs.

DAVID W. COLLISON, et al.

INTERROGATORIES TO
JOHN D. HEDIN and
EMMA J. HEDIN, his wife

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 13 Aug., 1954.

THE BARRETT PRINTING COMPANY

Revised 23 Sept., 1954.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	
vs.	:	
DAVID W. COLLISON, et al.,	:	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al., Petitioners	:	NO. 8794 EQUITY
vs.	:	
MINNIE E. COLLISON, widow, et al., Respondents	:	

: : : : : : :

INTERROGATORIES TO HARRY ORME AND CORA ORME, HIS WIFE

The petitioners, B. Raymond Brashears, et al., by their attorneys, Marvin I. Anderson and Malcolm B. Smith, demand, pursuant to Discovery Rule II of the General Rules of Practice and Procedure, that the respondents, Harry Orme and Cora Orme, his wife, answer separately and under oath the following interrogatories:

1. State the names and addresses of all persons whom these respondents or their counsel expect to produce as witnesses in this case.

2. With whom did these respondents, or either of them, or their agents, negotiate for the purchase of the real estate conveyed to them by the respondents, Thomas Edward Collison and Etta Mae Collison, his wife?

3. With respect to the consideration paid for the purchase of the above-mentioned real estate, state the agreed price, the date, or dates of payments, the amounts paid in each instance, and to whom payment was made in each instance.

4. Was a written contract of sale for the said real estate ever executed?

(a) Was any agreement ever reached between the respondents, Harry Orme and Cora Orme, or their agents, and the respondent, Thomas Edward Collison, or his agents, that all or any portion of the agreed purchase price should not be paid until the said Harry Orme and Cora Orme could acquire a good and merchantable title

to the real estate?

(b) Was the execution of the mortgage from these respondents to Thomas Edward Collison and Etta Mae Collison, his wife, done for the purpose of postponing payment of the purchase price for these premises, or any part of the purchase price, until a later date when these respondents could acquire a good and merchantable title?

(c) What is the present balance of the mortgage debt owing by these respondents to the said Thomas Edward Collison and Etta Mae Collison, his wife?

5. Did the respondents, Harry Orme and Cora Orme, his wife, cause to be made an examination of the title to lots numbered seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), and twenty-five (25) on the "unrecorded plat of a subdivision of Thomas E. Collison's property, the portion lying to the North of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and land surveyor, in February, 1946"?

6. If the answer to the fifth interrogatory be in the affirmative, who was the attorney for these respondents charged with examining the title, and who was the abstracter who actually made the examination?

7. If an examination was made, did the attorney for the respondents ever orally or in writing disclose the results of the examination which he or his abstracter had made?

(a) What were the dates which such disclosures were made to the respondents or their agents?

8. If such disclosures were made to the respondents, or either of them, or their agents, state all the facts so disclosed about the title to the real estate involved in these proceedings which the attorney or abstracter obtained from the examination of the public records, or from other sources, other than from these respondents.

9. Did these respondents, or either of them, have knowledge, at the time they accepted the aforesaid deed or during the time any improvements were being erected on the aforementioned lots?

(a) That the interest of the said Thomas Edward Collison and wife in this property was derived originally from the assignment to them of a tax sale certificate by Minnie E. Collison, wife of David W. Collison?

(b) That David W. Collison had received only a life interest in the property under the will of his father?

(c) That the wife of David W. Collison obtained her interest in the property as a purchaser at a tax sale after the default in the payment of taxes by the said David W. Collison?

(d) That David W. Collison and Minnie E. Collison, his wife, had no children or descendants of children then living?

(e) That the aforesaid Thomas Edward Collison and Etta Mae Collison, his wife, had failed to name individually as defendants in this suit to foreclose the equity of redemption in this property any of the grandchildren of the testator under whose will David W. Collison received his life estate?

10. On what date or dates was construction started on any improvements upon any of the real estate purportedly conveyed to these respondents, Harry Orme and Cora Orme, his wife, and when were such improvements completed in each case?

11. Did not Mildred Mae Parks, one of the grandchildren of Nicholas G. Collison, ever tell the respondent, Harry Orme, that he was purchasing tax sale property, which, after the death of David W. Collison, would belong to the grandchildren (including herself), and that the tax title would be contested.

(a) If so, at approximately what date did Mildred Mae Parks tell this to the respondent, Harry Orme?

12. State exactly what the petitioner, Mildred Mae Parks, told the respondent, Harry Orme, concerning the real estate involved in these proceedings and the approximate dates of such conversation or conversations.

(a) State exactly what the respondent, Harry Orme, told the petitioner, Mildred Mae Parks, concerning the real estate involved in these proceedings.

13. At the time these respondents accepted the deed for the above-mentioned lots, or during the period when improvements were being erected on these premises by him, did these respondents, or either of them, believe or was either of them told by any person or persons, that if any person or persons should try to contest the title to this real estate, such person or persons would have to compensate these respondents for the value of the improvements in order to recover the land?

(a) If these respondents, or either of them, were told substantially this, by what person or persons was either of them told such a theory?

14. State fully any conversation or communication which these respondents or either of them or their agents may have had with the respondents, Thomas Edward Collison and Etta Mae Collison, his wife, or their agents with respect to the title of the aforementioned lots and the approximate dates of all such communications or conversations.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

I hereby certify that I mailed a copy of the aforegoing Interrogatories to C. Maurice Weidemeyer, Esquire, and Basil E. Moore, Jr., Esquire, 236 Main Street, Annapolis, Maryland, Attorneys for Harry Orme and Cora Orme, his wife, respondents herein, this 12th day of August, 1954.

Marvin I. Anderson
Attorney for Petitioners

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NO. 8794 EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife
vs.
DAVID W. COLLISON, et al.,

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, et al
Petitioners
vs.
MINNIE E. COLLISON, widow, et
al., Respondents

INTERROGATORIES TO
HARRY ORME AND CORA
ORME, HIS WIFE

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MD.

Filed: 13 Aug., 1954.
Refiled 23 Sept., 1957.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	IN THE
vs.	:	
DAVID W. COLLISON, et al,		CIRCUIT COURT
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al	:	FOR
Petitioners	:	
vs.	:	ANNE ARUNDEL COUNTY
MINNIE B. COLLISON, widow, et al	:	
Respondents	:	NO. 8794 EQUITY

...

ANSWER TO INTERROGATORIES

Now come Harry Orme and Cora Orme, his wife, Respondents herein, and for Answer to the Interrogatories filed against them, say as follows:

1. Harry Orme and Cora Orme, his wife
Mayo, Maryland

George E. Bryant
Mayo, Maryland

Thomas E. Collison
Mayo, Maryland

2. Thomas E. Collison

3. The agreed price was $1750.00. Two Hundred ($200.00) Dollars down payment paid on August 15, 1949, and then thereafter beginning on the 1st day of March, 1950, payments of Fifty ($50.00) Dollars per month on the first day of each and every month to Thomas E. Collison

4. Yes.

a. No
b. No
c. Present balance of Mortgage debt $4770.20 as of August 2, 1954.

5. No.

6. No answer required.

7. No answer required.

a. No answer required.

8. No answer required.

9. a. No.
b. No.
c. No.
d. No.
e. No.

10. Construction started approximately September 13, 1949 and was completed approximately April 1, 1950.

11. No. ~~answer required.~~

a. No answer required.

12. Approximately in the summer of 1949, she asked him if he had title to the property.

a. He said he thought he had title to the property.

13. No.

a. No answer required.

14. Before Orme took the deed to the property, he asked Thomas E. Collison whether he had title and Collison said he had title. After Mildred Mae Parks talked to him he again talked to him (Collison) and Collison said he had a clear title to the property from the Court. He talked to Collison several times after this suit was filed, and Collison reiterated his previous position as to his title to the property.

Harry Orme
Harry Orme

Cora V. Orme
Cora Orme

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of August 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry Orme and Cora Orme, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing Answer to Interrogatories are true to the best of their recollection, knowledge and belief.

Witness my hand and Notarial Seal.

Basil E. Moore, Jr.
Basil E. Moore, Jr. Notary Public

Certificate of Mailing

I Hereby Certify that on this 23rd day of August 1954, I mailed, postage prepaid, a copy of the foregoing Answer to Interrogatories to Marvin A. Anderson, Esq., 20-U West Street, Annapolis, Maryland and a copy to Malcolm B. Smith, Esq., 88 State Circle, Annapolis, Maryland, Attorneys for Petitioners.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Respondents,
Harry Orme and Cora Orme, wife

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THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

vs.

DAVID W. COLLISON, et al

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, et al

Petitioners

vs.

MINNIE E. COLLISON, widow, et al

Respondents

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 8794 EQUITY

ANSWER TO INTERROGATORIES

No. 417

C. Maurice Weidemeyer
Attorney at Law
236 Main Street
Annapolis, Maryland

Filed 23 Aug., 1954
Refiled 23 Sept., 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife, et al.,	)	
vs.	)	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al.,	)	No. 8794 Equity
vs.	)	
MINNIE E. COLLISON, widow, et al.,	)	

PETITION FOR EXTENSION OF TIME TO ANSWER INTERROGATORIES

To the Honorable, the Judges of said Court:

The petition of John D. Hedin and Emma J. Hedin, his wife, respectfully show unto Your Honors as follows:

1. That on the 13th day of August, 1954, they were served with written interrogatories to be answered in the above cause, which, under the rules of Court have to be answered within 15 days.

2. That their chief counsel, Arthur G. Lambert, Esq., is out of the United States at present, on vacation in the Dominion of Canada, but is expected to return on August 28, 1954, and your respondents are unable to answer several of the interrogatories without his counsel and advice.

3. That other interrogatories have to do with respondents' conversations with third parties in Baltimore and Anne Arundel County and with dates of various transactions and amounts thereof, all of which will take some time to obtain and file.

WHEREFORE The premises considered your respondents pray that the Court may grant them an extension of time within which to file answers to the interrogatories propounded of them.

And as in duty bound, etc.

Wilmer D. Pyles
Attorney for Respondents,
Upper Marlboro, Md.

I HEREBY CERTIFY That I mailed a copy of the aforegoing petition and order to Marvin I. Anderson, Esq., attorney for plaintiffs, this 23rd day of August, 1954, to his office, Annapolis, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife, et al.,	)	
vs.	)	
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, et al.,	)	No. 8794 Equity
vs.	)	
MINNIE E. COLLISON, et al.,	)	

ORDER OF COURT

Upon consideration of the aforegoing petition, it is by the Circuit Court for Anne Arundel County, Md., in Equity, this 25th day of August, 1954, ORDERED That the time for filing answers to the interrogatories propounded herein to John D. Hedin and Emma J. Hedin, his wife, is hereby extended to and including the 10th day of September, 1954.

Benjamin Michaelson
Judge

#4

No. 8794 Equity.

LIBER 112 PAGE 201

Thomas Edward Collison and
Etta Mae Collison, his wife,
et al

vs.

B. Raymond Brashears and
Rose Brashears, his wife,
et al

vs.

Minnie E. Collison, widow,
et al

Order - Aug. 25, 1954

Petition For Extension Of
Time To Answer Interrogatories.

Filed 24 Aug., 1954.
Order filed 25 Aug., 1954.

Thomas Edward Collison et ux.	:	No. 8794 Equity
	:	In the
vs.	:	Circuit Court
	:	for
David W. Collison et al.	:	Anne Arundel County

: :

ANSWERS TO INTERROGATORIES

The answers of Thomas Edward Collison and Etta Mae Collison, his wife, to the interrogatories heretofore directed to them are as follows:

1. Thomas Edward Collison and Etta Mae Collison, the plaintiffs in this cause.

   Noah A. Hillman, Attorney at Law, Maryland Hotel Bldg.

2. The consideration was paid by check drawn to the order of Noah A. Hillman as Trustee and actually delivered to him. It is presumed that Minnie E. Collison eventually received it.

3. Title was examined by Noah A. Hillman and upon his advice and assurance your respondents accepted the Tax Sale Certificate.

4. Yes, such information was given your respondents at time of purchase of Tax Sale Certificate and prior to institution of this proceeding.

5. Mr. Hillman said a new law had been enacted providing for court proceedings to make title to tax sale property good. He said that he would file the proceedings and handle everything.

6. (a) No (b) Yes (b) Yes

7. Remodeled old house on property in 1944. Erected General Store in 1945.

8. Your respondents don't know whether or not their attorney had such a list. They did know most of such relatives.

9. Respondents have no such personal knowledge.

10. Yes (a) No. (b) Respondent has no such specific recollection and suggests that such an inquiry is in no-wise germane to the cause at issue.

11. No. (a) Respondent purchased two lots at Cloverlea from Paul for $1,000.00; in addition, respondent loaned Paul $1,000.00. This $2,000.00 was used by Paul for down-payment. Respondent gave Paul no assurance of help in paying mortgage. Respondent believes that this inquiry is not germane to the cause at issue.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 17th day of August, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas Edward Collison and Etta Mae

Collison, his wife, and each acknowledged in due form of law that their answers set forth hereinabove are true to the best of their knowledge, recollection and belief.

Witness my hand and seal Notarial this 7th day of September, 1954.

Mary M. Hoff

Mary M. Hoff

Copy mailed to Marvin D. Anderson this 7th day of September, 1954.

Thomas J. Kurley
for Geo. B. Woelfel

45

LIBER 112 PAGE 204

No. 8794 Equity

Thos. Edw. Collison
et ux

vs.

David W. Collison,
et al

Answers to Interrogatories

Mr. Clerk:

Please file

George B. Woelfel

George B. Woelfel
Atty for Pl't'ffs
by [illegible]

P2.4 16

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

Refiled 23 Sept., 1954.

Filed 7 Sept., 1954.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON, et al	:	
vs.	:	
DAVID W. COLLISON, et al B. RAYMOND BRASHEARS, et al	:	
Petitioners	:	
vs.	:	No. 8794 Equity
MINNIE E. COLLISON, et al	:	
Respondents	:	

ANSWERS TO INTERROGATORIES BY JOHN D. HEDIN

John D. Hedin, being first duly sworn on oath, replies to the Interrogatories heretofore served on him on the 12th day of August, 1954, by Petitioners in this cause:

1. State the names and addresses of all persons whom these respondents or their counsel expect to produce as witnesses in this case.

A. As appears at this time:
William J. Collison, Mayo, Maryland
Giles Kinner, Woodland Beach, Maryland
J. D. Hedin, Mayo, Maryland
Emma J. Hedin, Mayo, Maryland

2. With whom did these respondents or either of them, or their agents deal for the purchase of the real estate conveyed to them by the respondents, Thomas Edward Collison and Etta Mae Collison, his wife?

A. Only with William J. Collison.

3. With respect to the consideration paid for the purchase of the above-mentioned real estate, state the agreed price, the date or dates of payments, the amounts paid in each instance,

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
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POPLAR 2-2340

and to whom payment was made in each instance.

A. Agreed price--approximately $500.00, by check
Date or Dates of payment--February 28, 1950
Payment made to--William J. Collison, paid at his store

4. Was a written contract of sale ever executed for the purchase of the said real estate?

A. No, sir.

(a) Was any agreement ever reached between the respondent, John D. Hedin, and respondent, Thomas Edward Collison, or their agents, that all or any portion of the agreed purchase price should not be paid until the said John D. Hedin could acquire a good and merchantable title to the said real estate?

A. No.

5. Did the respondent, John D. Hedin, cause to be made an examination of title to lots numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the "unrecorded plat of a subdivision of Thomas E. Collison's property, the portion lying to the North of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and land surveyor, in February, 1946"?

A. No.

6. If the answer to the fifth interrogatory be in the affirmative, who was the attorney for the respondent charged with examining the title, and who was the abstracter who actually made the examination?

A. No answer required, see answer to #5.

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209-218 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2487

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ROCKVILLE, MD.
POPLAR 2-2340

7. If an examination was made, did the attorney for the respondents ever orally or in writing disclose the results of the examination which he or his abstracter had made?

A. No answer required, see answer to #5.

(a) What were the dates when such disclosures were made to the respondent or their agents?

A. No answer required, see answer to #5.

8. If such disclosures were made to the respondents or their agents, state all the facts so disclosed about the title to the real estate involved in these proceedings which the attorney or abstracter obtained from the examination of public records, or from other sources, other than from these respondents.

A. No answer required, see answer to #5.

9. Did these respondents have knowledge, at the time they accepted the aforesaid deed, or during the time any improvements were being erected on the aforementioned lots:

(a) That the interest of the said Thomas Edward Collison and wife in this property was derived originally from the assignment to them of a tax sale certificate by Minnie E. Collison, wife of David W. Collison?

A. No.

(b) That David W. Collison had received only a life interest in the property under the will of his father?

A. No.

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(c) That the wife of David W. Collison obtained her interest in the property as a purchaser at a tax sale after the default in the payment of taxes by the said David W. Collison?

A. No.

(d) That David W. Collison, and Minnie E. Collison, his wife, had no children or descendants of children then living?

A. No.

(e) That the aforesaid Thomas Edward Collison and Etta Mae Collison, his wife, had failed to name individually as defendants in this suit to foreclose the equity of redemption in this property any of the grandchildren of the testator under whose will David W. Collison received his life estate?

A. No.

10. On what date or dates was construction started on any improvements upon any of the real estate purportedly conveyed to the respondent, John D. Hedin, as aforesaid, and when were such improvements completed in each case?

A. Construction started March 10, 1950; was completed about October, 1950.

11. For what period or periods of time did Marshall Barnes and Frances W. Barnes, his wife, live upon real estate owned and occupied by these respondents, or either of them, and what is the relationship of either of them to either of the Barneses?

A. For approximately six months, according to respondent's recollection, in 1948. Respondent, Emma J. Hedin, is a second cousin of Marshall Barnes.

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(a) Prior to the time John D. Hedin entered into negotiations for the purchase of the aforementioned lots, did not either Marshall Barnes or his wife ever mention to the respondents, or either of them, that they - the Barneses - had been informed that the property involved in these proceedings was tax sale property, that the title thereto was defective, and that the title might someday be seriously contested?

A. No.

(b) State exactly what Marshall Barnes and/or Frances W. Barnes, his wife, told the respondent, John D. Hedin, or his wife, concerning the title to any part of the real estate involved in these proceedings prior to the time Hedin accepted the deed for the aforementioned lots or began improvements thereon?

A. Had no conversation concerning the real estate involved in these proceedings with either Marshall Barnes or Frances Barnes.

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12. At the time the respondent, John D. Hedin, accepted the deed for the above-mentioned lots, or during the period when improvements were being erected on these premises by him, did the respondent, John D. Hedin, believe, or was he told by any person or persons, that if any person or persons should try to contest the title to this real estate, such person or persons would have to compensate the respondent, Hedin, for the value of the improvements in order to recover the land?

A. No.

(b) If the respondent, John D. Hedin, was told substantially this, by what person or persons was he told such a theory.

A. No answer required, see #12 above.

13. State fully any facts about the title to the aforementioned lots which the officers or attorneys of National Central Bank of Baltimore, a respondent herein, may have communicated to the respondent, John D. Hedin, or his agents, and the approximate dates of all such communications or conversations.

A. I had no conversations and was given no information about the title prior to the institution of proceedings in Equity 10811.

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LAMBERT, HART & NORTHROP
209-215 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

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POPLAR 2-2340

(b) State fully whatever conversation or communication which the respondent, John D. Hedin, or his agents, may have had with the respondents, Thomas Edward Collison and Etta Mae Collison, his wife, or their agents, with respect to the title of the aforementioned lots and the approximate dates of all such communications or conversations.

A. The only conversation I have ever had with anyone regarding the purchase of this property was with William J. Collison at his store located at the corner of Mayo and Shoreham Roads when I asked him, if Kinner wanted to build an electric store, whose property it was across the street. He stated that it belonged to his father and that he would show me the lines and the price, which we did at that meeting. The price was discussed and I agreed to pay this in cash upon delivery to me of a deed. That is the only conversation I have ever had with any person regarding this property.

John D. Hedin

Subscribed and sworn to before me this 8th day of September, 1954.

Hazel Kay Smith
Notary Public

LAW OFFICES
LAMBERT, HART & NORSHROP
209-215 MUNSEY BLDG.
WASHINGTON 4, D.C.
METROPOLITAN 8-2197

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Arthur G. Lambert,
Attorney for Respondents

Wilmer D. Pyles,
Attorney for Respondents

I hereby certify that I mailed a copy of the aforegoing Answers to Interrogatories of John D. Hedin to Marvin I. Anderson, Esq., 20-U West Street, Annapolis, Maryland, Attorney for Petitioners, postage prepaid, this 8th day of September, 1954.

Arthur G. Lambert

LAW OFFICES
LAMBERT, HART & NORTHROP
209-218 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

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POPLAR 2-2340

No. 8794 Equity.

LIBER 112 PAGE 213

THOMAS EDWARD COLLISON,
et al

vs.

DAVID W. COLLISON,
et al

vs.

MINNIE E. COLLISON,
et al

ANSWERS TO INTERROGATORIES
BY JOHN D. HEDIN.

Filed 9 Sept., 1954.
Replied 23 Sept., 1954.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON, et al vs. DAVID W. COLLISON, et al B. RAYMOND BRASHEARS, et al Petitioners vs. MINNIE E. COLLISON, et al Respondents	No. 8794 Equity

ANSWERS TO INTERROGATORIES BY EMMA J. HEDIN

Emma J. Hedin, having been duly sworn on oath replies to the Interrogatories heretofore served on her on the 12th day of August, 1954, by Petitioners in this cause:

1. State the names and addresses of all persons whom these respondents or their counsel expect to produce as witnesses in this case.

A. As appears at this time:

William J. Collison, Mayo, Maryland
Giles Kinner, Woodland Beach, Maryland
J. D. Hedin, Mayo, Maryland
Emma J. Hedin, Mayo, Maryland

2. With whom did these respondents or either of them, or their agents deal for the purchase of the real estate conveyed to them by the respondents, Thomas Edward Collison and Etta Mae Collison, his wife?

A. None as to this respondent

3. With respect to the consideration paid for the purchase of the above-mentioned real estate, state the agreed price, the date or dates of payments, the amounts paid in each instance,

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WASHINGTON 4, D. C.
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POPLAR 2-2340

and to whom payment was made in each instance.

A. This respondent has no personal knowledge.

4. Was a written contract of sale ever executed for the purchase of the said real estate?

A. Not that this respondent knows of.

(a) Was any agreement ever reached between the respondent, John D. Hedin, and respondent, Thomas Edward Collison, or their agents, that all or any portion of the agreed purchase price should not be paid until the said John D. Hedin could acquire a good and merchantable title to the said real estate?

A. Not known by this respondent.

5. Did the respondent, John D. Hedin, cause to be made an examination of title to lots numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the "unrecorded plat of a subdivision of Thomas E. Collison's property, the portion lying to the North of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and land surveyor, in February, 1946"?

A. Not known by this respondent.

6. If the answer to the fifth interrogatory be in the affirmative, who was the attorney for the respondent charged with examining the title, and who was the abstracter who actually made the examination?

A. No answer required, see #5.

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POPLAR 2-2340

7. If an examination was made, did the attorney for the respondents ever orally or in writing disclose the results of the examination which he or his abstracter had made?

A. No answer required, see #5.

(a) What were the dates when such disclosures were made to the respondent or their agents?

A. No answer required, see #5.

8. If such disclosures were made to the respondents or their agents, state all the facts so disclosed about the title to the real estate involved in these proceedings which the attorney or abstracter obtained from the examination of public records, or from other sources, other than from these respondents.

A. No answer required, see #5.

9. Did these respondents have knowledge, at the time they accepted the aforesaid deed, or during the time any improvements were being erected on the aforementioned lots:

(a) That the interest of the said Thomas Edward Collison and wife in this property was derived originally from the assignment to them of a tax sale certificate by Minnie E. Collison, wife of David W. Collison?

A. No.

(b) That David W. Collison had received only a life interest in the property under the will of his father?

A. No.

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POPLAR 2-2540

(c) That the wife of David W. Collison obtained her interest in the property as a purchaser at a tax sale after the default in the payment of taxes by the said David W. Collison?

A. No.

(d) That David W. Collison, and Minnie L. Collison, his wife, had no children or descendants of children then living?

A. No.

(e) That the aforesaid Thomas Edward Collison and Atta Mae Collison, his wife, had failed to name individually as defendants in this suit to foreclose the equity of redemption in this property any of the grandchildren of the testator under whose will David W. Collison received his life estate?

A. No.

10. On what date or dates was construction started on any improvements upon any of the real estate purportedly conveyed to the respondent, John D. Hedin, as aforesaid, and when were such improvements completed in each case?

A. Not known by this respondent.

11. For what period or periods of time did Marshall Barnes and Frances W. Barnes, his wife, live upon real estate owned and occupied by these respondents, or either of them, and what is the relationship of either of them to either of the Barneses?

A. For approximately six months, according to respondent's recollection, in 1948. Respondent, Emma J. Hedin, is a second cousin of Marshall Barnes.

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WASHINGTON 4, D. C.
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POPLAR 2-2240

(a) Prior to the time John D. Hedin entered into negotiations for the purchase of the aforementioned lots, did not either Marshall Barnes or his wife ever mention to the respondents, or either of them, that they - the Barneses - had been informed that the property involved in these proceedings was tax sale property, that the title thereto was defective, and that the title might someday be seriously contested?

A. No.

(b) State exactly what Marshall Barnes and/or Frances J. Barnes, his wife, told the respondent, John D. Hedin, or his wife, concerning the title to any part of the real estate involved in these proceedings prior to the time Hedin accepted the deed for the aforementioned lots or began improvements thereon?

A. This respondent has no recollection of any conversation about the title to the real estate.

LAW OFFICES
LAMBERT, HART & NORTHROP
209-215 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

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ROCKVILLE, MD.
POPLAR 2-2340

12. At the time the respondent, John D. Hedin, accepted the deed for the above-mentioned lots, or during the period when improvements were being erected on these premises by him, did the respondent, John D. Hedin, believe, or was he told by any person or persons, that if any person or persons should try to contest the title to this real estate, such person or persons would have to compensate the respondent, Hedin, for the value of the improvements in order to recover the land?

A. This respondent has no knowledge as to what the other respondent believed or was told by other persons.

(b) If the respondent, John D. Hedin, was told substantially this, by what person or persons was he told such a theory.

A. No answer required, see #12 above.

13. State fully any facts about the title to the aforementioned lots which the officers or attorneys of National Central Bank of Baltimore, a respondent herein, may have communicated to the respondent, John D. Hedin, or his agents, and the approximate dates of all such communications or conversations.

A. This respondent has no knowledge of any such communications.

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 6-2467

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ROCKVILLE, MD.
POPLAR 2-2340

(b) State fully whatever conversation or communication which the respondent, John D. Hedin, or his agents, may have had with the respondents, Thomas Edward Collison and Etta Mae Collison, his wife, or their agents, with respect to the title of the aforementioned lots and the approximate dates of all such communications or conversations.

A. This respondent has no knowledge of any such communications or conversations.

Emma J. Hedin
Emma J. Hedin

Subscribed and sworn to before me this 8th day of September, 1954.

Hazel Kay Smith
Notary Public

LAW OFFICES
LAMBERT, HART & CROTHROP
209-210 MUNSEY BLDG.
WASHINGTON 4, D.C.
METROPOLITAN 8-2467

PROFESSIONAL BLDG.
ROCKVILLE, MD.
POPLAR 2-2340

2336

Arthur G. Lambert,
Attorney for Respondents

Wilmer D. Pyles,
Attorney for Respondents

I hereby certify that I mailed a copy of the aforegoing Answers to Interrogatories of Emma J. Hedin to Marvin I. Anderson, Esq., 20-U West Street, Annapolis, Maryland, Attorney for Petitioners, postage prepaid, this 8th day of September, 1954.

Arthur G. Lambert

LAW OFFICES
LAMBERT, HART & NORTHROP
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WASHINGTON 4, D. C.
METROPOLITAN 6-2467

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POPLAR 2-2340

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No. 8794 Equity.

THOMAS EDWARD COLLISON,
et al

vs.

DAVID W. COLLISON,
et al

vs.

MINNIE E. COLLISON,
et al

ANSWERS TO INTERROGATORIES
BY EMMA J. HEDIN.

Filed 9 Sept., 1954

THIS AGREEMENT, made this 8 day of August, 1944 by the Minnie E. Collison and David W. Collison, her husband, parties of the first part, and Thomas E. Collison and Etta Mae Collison, his wife, parties of the second part, all of Anne Arundel County, state of Maryland, witnesseth;

WHEREAS, the said Minnie E. Collison acquired a certain tract of land near Mayo, consisting of twenty acres more or less, by deed dated December 19, 1939 and recorded among the land records of Anne Arundel County in Liber J.H.H. 210, folio 212, from Joseph H. Pepper, late Treasurer of Anne Arundel County and the Board of County Commissioners of Anne Arundel County.

WHEREAS, the said Minnie E. Collison has bargained and sold said property to the parties of the second part.

WHEREAS, this property was purchased at tax sale and in order to make certain that title to said property is good and merchantible, it is proposed to bring a suit in equity in accordance with the statute in such case made and provided.

Now, therefore, this agreement, witnesseth, that for and in consideration of the hereinafter mentioned covenance and agreements, the parties hereto agree as follows:

1. That the said Minnie E. Collison having sold the aforesaid property to the parties of the second part for the sum of Three Thousand Dollars, ($3000), hereby acknowledges receipt of Two Hundred Dollars ($200.00) on account.

2. That the balance, Twenty-eight Hundred Dollars, ($2800.00), is to be paid by the parties of the second part to the said Minnie E. Collison upon conclusion of the aforesaid equity case and foreclosure of all rights of redemption of the property herein mentioned.

3. It is agreed that if said foreclosure suit does not result in foreclosure of all rights of redemption, then and in that event, the said Minnie E. Collison shall return to the parties of the second part the aforesaid Two Hundred Dollars, ($200.00) paid on account.

4. It is agreed that if and when the payment on account shall be returned the said parties of the second part shall immediately reconvey the aforesaid property to Minnie E. Collison.

5. It is agreed that the costs of survey when made, shall be borne by the parties of the second part. Likewise, they shall pay the costs of their own deed and the revenue stamps.

In witness, whereof, the parties hereto have signed and sealed said agreement the day and year first above written.

Minnie E. Collison
Minnie E. Collison

Witness:

David W. Collison
David W. Collison

_____

Thomas E. Collison
Thomas E. Collison

Etta Mae Collison
Etta Mae Collison

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this day of , 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for county aforesaid, personally appeared four names and they each acknowledged the foregoing agreement to be their act.

As witness my hand and notarial seal.

_____
Notary Public

LIBER 112 PAGE 225

A G R E E M E N T

Between

Minnie E. Collison and
David W. Collison, her husband

and

Thomas E. Collison and
Etta Mae Collison, his wife

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 23 Sept. 195[illegible]

THIS DEED, made this day of , 1944, by and between Thomas E. Collison and Etta Mae Collison, his wife, grantors and Minnie E. Collison and David W. Collison, her husband, grantees, all of Anne Arundel County, state of Maryland.

WITNESSETH, that in the consideration of the sum of Five Dollars, ($5.00), and other good and valuable considerations and said grantors do grant and convey unto the said Minnie E. Collison and David W. Collison, her husband, as tenants by the entireties, their heirs and assigns in fee simple, all that tract of land and premises situate, lying and being in the First Election District of Anne Arundel County and described as follows; that is to say:

All of that tract of land containing about twenty acres more or less, at Mayo, in said county which was, by will of Nicholas G. Collison, deceased, devised to his son, David W. Collison, for and during the life of said David W. Collison, which will is recorded among Wills Records of the Orphans' Court of Anne Arundel County in Liber B.R.D. #1, folio 102.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded, was conveyed to the grantors herein by the grantees.

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

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, unto and to the proper use and benefit of the Minnie E. Collison and David W. Collison, her husband, as tenants by the entireties their heirs and assigns in fee simple.

WITNESS the hands and seals of said grantors.

Test:

Thomas E Collison (SEAL)
Thomas E. Collison

Etta Mae Collison (SEAL)
Etta Mae Collison

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this day of , 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Thomas E. Collison and Etta Mae Collison, his wife, and each acknowledged the foregoing deed to be his act.

Witness my hand and notarial seal.

Notary Public

47

LIBER 112 PAGE 228

DEED

Between

Thomas E. Collison and
Etta Mae Collison, his wife

and

Minnie E. Collison and
David W. Collison, her husband

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Lic'd 23 Sept. 1954

LIBER 112 PAGE 229

THIS DEED, made this 8 day of August, 1944, by and between Minnie E. Collison and David W. Collison, her husband, grantors and Thomas E. Collison and Etta Mae Collison, his wife, grantees, of Anne Arundel County, state of Maryland.

WITNESSETH, that in the consideration of the sum of Five Dollars, ($5.00), and other good and valuable considerations the said grantors do grant and convey unto the said Thomas E. Collison and Etta Mae Collison, as tenants by the entireties, their heirs and assigns in fee simple, all that tract of land and premises situate, lying and being in the First Election District of Anne Arundel County and described as follows; that is to say:

All of that tract of land containing about twenty acres more or less, at Mayo, in said county which was, by will of Nicholas G. Collison, deceased, devised to his son, David W. Collison, for and during the life of said David W. Collison, which will is recorded among Wills Records of the Orphans' Court of Anne Arundel County in Liber B.R.D. #1, folio 102.

BEING also the same land which was sold for nonpayment of taxes and by deed dated December 19, 1939 and recorded among the land records of Anne Arundel County in Liber J.H.H. 210, folio 212, conveyed to the said Minnie E. Collison from Joseph H. Pepper, late Treasurer, etc.

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

TO HAVE AND TO HOLD THE said lot of ground and premises, above described and mentioned, unto and to the proper use and benefit of the Thomas E. Collison and Etta Mae Collison, his wife, as tenants by the entireties, their heirs and assigns in fee simple.

WITNESS the hands and seals of said grantors.

Test:

Noah A. Hillman

Noah A. Hillman

Minnie E. Collison (SEAL)
Minnie E. Collison

David W Collison (SEAL)
David W. Collison

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 8 day of August, 1944, before me,

the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Minnie E. Collison and David W. Collison, her husband, and each acknowledged the foregoing Deed to be his act.

Witness my hand and notarial seal.

Noah A. Hillman
Notary Public

NOAH A. HILLMAN NOTARY PUBLIC ANNAPOLIS, MARYLAND

LIBER 112 PAGE 231

D E E D

Between

Minnie E. Collison and
David W. Collison, her husband

and

Thomas E. Collison and
Etta Mae Collison, his wife

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Rec'd 23 Sept., 1954

all brothers & sisters of David W. Collison have died except

Susie Brown - sister - Edgewater
~~Laura P. Dawson~~ Carr ~~sister - Mayo~~

Annie Collison - died - sister
her children
Annie M. C. Brachears
Raymond "
Earle "
Mildred May "
(Millard)
David Brachears

Laura P. Dawson (now Carr) sister - living - Mayo
her children
Thomas E. Dawson
Hazel Dawson
David C. Dawson

Sarah C. Petty (dead) sister
Stella Petty
Elsie Petty
Thomas N. ~~Petty~~ Petty - died
child Virginia Petty
widow Carrie Petty

Selma or Selona Petty
(S.U. Petty)

Pl. 424

LIBER 112 PAGE 233

Mary Lee died

4 children

Filed: 23 Sept. 1954

Benjamin Collins

A 9815
4-27-51
5-8-51

LIBER 112 PAGE 234

April 4, 19 [illegible]
(Date of Application)

Permit № 636

PERMIT TO BUILD IN ANNE ARUNDEL COUNTY

(Please answer all questions)

From: J. D. Hodin
(Print name of person applying for permit)

Edgewater, Maryland
(Address)

District No. 1

Zoned (check one)
Heavy Commercial ☐
Light Commercial ☐
Residential Use ☐
Farm Use ☐

To: County Commissioners for Anne Arundel County
Court House, Annapolis, Md.

Gentlemen:

I hereby make application for a Building Permit to build at the following location (Give name of town or development, street or road. On Mayo Road Near Collinson Store

Lot No. 9-10 Sec. of Blk. _____ or Farm of _____ Acres

Type of Building Dwelling Dimensions 31 x 24

No. of Stories 1½ Kind of Material Brick

Cellar (Give Dimensions) yes Type of Heat oil

Improvements to be installed: Check those applicable (Electric ☐ Plumbing ☐ Bath ☐ Fire Place ☒

Others _____

Contract Price "$[illegible]" $9500 Name of Contractor Edgewater Instruction Co. P. Taylor Edgewater, Maryland

Cost not included in contract _____ Total cost of material and labor if not being built under contract _____

Name of person holding legal title to land: (Give names as shown on deed or current tax bill: Inc: 4578A 5/9/51

Same
(Print name of owner)

Same
(Address)

(Signature of owner)

(Signature of witness)

(Do not write in this block)
Folio No. 1952A
Assessment: #
Collison Gave deed + Mo ago

Building or structures costing $100-$500, fee $1.00; $500-$1,000, fee $2.00; $1,000-$1,500, fee $3.00; $1,500-$3,000, fee $5.00; $3,000-$5,000, fee $7.50; $5,000-$10,000, fee $12.50; $10,000-$25,000, fee $20.00; $25,000-$50,000, fee $25.00; $50,000 and over, fee $50.00. See Act of 1937, Chapter 425, Sec. 175C. Any owner, agent, builder or contractor who shall erect any building or structure of any kind in Anne Arundel County outside of the City of Annapolis where the cost exceeds One Hundred Dollars ($100.00), without first having obtained a building permit and does not comply with building regulations as prescribed by the Building Code of Anne Arundel County, shall be guilty of a misdemeanor. See Acts of 1937; Chapter 425, Sec. 176.

Fee based on full cost: $ _____ (Must accompany this application.)

This is to Certify that Permit to Build is granted this date APR 4 - 1950

C. E. Johnson
(Clerk to Board)

Weems R. Duvall
President of Board

PR 4 25

255

6/20/50

Value 12,000.00
Foundation Concrete Blk
Cellar Size 31x24
Siding Brick
Roof Asphalt Shingle
Interior Plaster
Plumbing Bath
Heat Hot Air
Dormers 2
Fire Place yes
Oil Burner yes
What Public Conv. Electricity

Type Bldg. 31x24 Brick Dwelling 1/23/50

31x14 Sq ft 744 x 18 No height
13392 cu ft
40
5356.80
fire place 150.
5505.

Filed 23 Sept. 1954

LBER 112 PAGE 236

September 7th., 1948 19
(Date of Application)

Permit № 3208

PERMIT TO BUILD IN ANNE ARUNDEL COUNTY

(Please answer all questions)

District No. 1

From: Harry Orme
(Print name of person applying for permit)
Edgewater, Maryland
(Address)

Zoned (check one)
Heavy Commercial ☐
Light Commercial ☒
Residential Use ☐
Farm Use ☐

To: County Commissioners for Anne Arundel County
Court House, Annapolis, Md.

Gentlemen:

I hereby make application for a Building Permit to build at the following location (Give name of town or development, street or road. Maye, Maryland
Mr. Maye School, across street from Wm. E. Colliean Store

Lot No. 17 to 21 Sec. of Blk. _____ or Farm of _____ Acres

Type of Building Store & Apts. Dimensions 40x50

No. of Stories 1 Kind of Material Cinder Block

Cellar (Give Dimensions) no Type of Heat Oil

Improvements to be installed: Check those applicable (Electric ☒ Plumbing ☒ Bath ☒ Fire Place ☐

Others _____

Contract Price $6300.00 Name of Contractor _____

Cost not included in contract _____ Total cost of material and labor

if not being built under contract _____

Name of person holding legal title to land: (Give names as shown on deed or current tax bill:

~~Mr. Thomas E. Collison~~
(Print name of owner)
(Address)
Thomas E. Collison
(Signature of owner)
(Signature of witness)

(Do not write in this block)
Folio No. 2075
Assessment: Inc: 1542A1 10/27/50

Building or structures costing $100-$500, fee $1.00; $500-$1,000, fee $2.00; $1,000-$1,500, fee $3.00; $1,500-$3,000, fee $5.00; $3,000-$5,000, fee $7.50; $5,000-$10,000, fee $12.50; $10,000-$25,000, fee $20.00; $25,000-$50,000, fee $25.00; $50,000 and over, fee $50.00. See Act of 1937, Chapter 425, Sec. 175C. Any owner, agent, builder or contractor who shall erect any building or structure of any kind in Anne Arundel County outside of the City of Annapolis where the cost exceeds One Hundred Dollars ($100.00), without first having obtained a building permit and does not comply with building regulations as prescribed by the Building Code of Anne Arundel County, shall be guilty of a misdemeanor. See Acts of 1937; Chapter 425, Sec. 176.

Fee based on full cost: $ 12.84 (Must accompany this application.)

This is to Certify that Permit to Build is granted this date SEP 13 1948

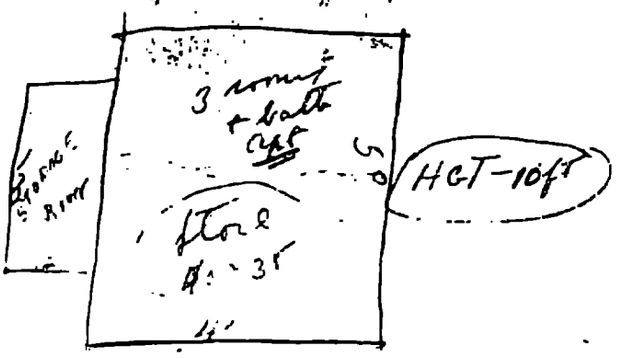
(Clerk to Board)

Weems R. Duvall
President of Board

02426

2517

LIBER 112 PAGE 237



11/19/49
1/5/50 [illegible]
2/9 [illegible]
Complete

2/9/50

45 x 50 Cinder Blk Building
Pitch Roof
Cementico Paint outside
Concrete Floors
- Partitions in cinder block -
Not funced
Water Proof Paint inside
Hot Air Heat - Oil Burner

Store 1400 x 10 = 14000 x 17 = 3060
400 x 10 = 4000
600 x 10 = 6000 x 204 = 1224
oil burner 150
$ 4434

$4435 J.J.H.

notice A 5634
6/9/50
6/20/50

Lic. 23 Sept. 1957

3208
District 1

A 5634

... OFFICE OF ...

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

Annapolis, Md., June 9, 1950

Thomas E. Collison
Edgewater, Md.

Harry Orme
Edgewater Md.

This to notify you that you have been assessed for the year 1951 for purposes of taxation on the following property at the amount indicated

Store & Apt. on lots 17 to 21, Mayo $4435.

Any complaint against this assessment shall be made to the County Commissioners of Anne Arundel County on the 20th day of June, 1950 between 10 a.m. and 2 p.m.

After this date this assessment becomes final.

COUNTY COMMISSIONERS OF A. A. CO.,
F. E. Maddox, g Notice Clerk

PL 427 Filed: 23 Oct, 1954

A 3109
10-5-53
10-20-53

LIBER 112 PAGE 239

July 10 1950
(Date of Application)

Permit No. 1655

PERMIT TO BUILD IN ANNE ARUNDEL COUNTY

(Please answer all questions) Intersection at Mayo & [illegible] Beach

From: Thomas E. Collison
(Print name of person applying for permit)

Edgewater, Maryland
(Address)

District No. 1

Zoned (check one)
Heavy Commercial ☐
Light Commercial ☐
Residential Use ☐
Farm Use ☐

To: County Commissioners for Anne Arundel County
Court House, Annapolis, Md.

Bill [illegible] Store

Gentlemen:

I hereby make application for a Building Permit to build at the following location (Give name of town or development, street or road. ~~Edxxx~~ Mayo

Lot No. Sec. of Blk. or Farm of 200 x 200ft Acres

BUILDING TO BE USED AS Addition DIMENSIONS 20 x 30

No. of Stories Kind of Material Cinder Block

Cellar (Give Dimensions) Type of Heat

Improvements to be installed: Check those applicable (Electric ☐ Plumbing ☐ Bath ☐ Fire Place ☐

Others

Contract Price Name of Contractor Self

Cost not included in contract Total cost of material and labor

if not being built under contract $1800

Name of person holding legal title to land: (Give names as shown on deed or current tax bill:

Same
(Print name of owner)

(Address)

T. E. Collison
(Signature of owner)

(Signature of witness)

(Do not write in this block)
Folio No. ~~[illegible]~~ 1846
Assessment:
10147 Ins: 12.58 9-28-53

Building or structures costing $100-$500, fee $1.00; $500-$1,000, fee $2.00; $1,000-$1,500, fee $3.00; $1,500-$3,000, fee $5.00; $3,000-$5,000, fee $7.50; $5,000-$10,000, fee $12.50; $10,000-$25,000, fee $20.00; $25,000-$50,000, fee $25.00; $50,000 and over, fee $50.00. See Act of 1937, Chapter 425, Sec. 175C. Any owner, agent, builder or contractor who shall erect any building or structure of any kind in Anne Arundel County outside of the City of Annapolis where the cost exceeds One Hundred Dollars ($100.00), without first having obtained a building permit and does not comply with building regulations as prescribed by the Building Code of Anne Arundel County, shall be guilty of a misdemeanor. See Acts of 1937; Chapter 425, Sec. 176.

Fee based on full cost: $ 5.00 (Must accompany this application.)

This is to Certify that Permit to Build is granted this date JUL 11 1950

C. E. Johnson
(Clerk to Board)

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BI-4

Pl. 428

860

Value
Foundation
Cellar Size
Siding
Roof
Interior
Plumbing
Dent
Dormers
Fire Place
Oil Burner
What Public Conv.

Type Bldg.

9/1/60
Sidewalk

20 X 30 Cinder blk
addition to store 1 story
Same

4/23/53
17 X 40 Plain Blk Inside & Out
Store of
680 X 1.. 6800 X 18 = 1224
Const 10%
122
1100

Check

11/8/61
Same

3/10/52
Sidewalk only
Same

9/6/52

1/6/53

Liber 83 Sept. 1954

Mail To Meredith Roane

UBER 112 PAGE 241

March 10, 19 50
(Date of Application)

Permit No 1017 (6957)

PERMIT TO BUILD IN ANNE ARUNDEL COUNTY

(Please answer all questions)

From: J. W. Kenner
(Print name of person applying for permit)

Woodland Beach Edgewater, Maryland
(Address)

District No. 1

Zoned (check one)
Heavy Commercial ☐
Light Commercial ☐
Residential Use ☐
Farm Use ☐

To: County Commissioners for Anne Arundel County
Court House, Annapolis, Md.

Gentlemen:

I hereby make application for a Building Permit to build at the following location (Give name of town or development, street or road. ~~Mayo Corner of Shorham Beach Road & Mayo Road~~
S. E. Side of Mayo Road Near William Store
~~S. E. Side Stokes Beach Road, Wm. Lane Corner~~

Lot No. 10 to 20 Sec. of Blk. _____ or Farm of _____ Acres

Type of Building Electrical Shop Dimensions 56 x 56

No. of Stories _____ Kind of Material ~~Cinder Blk & Brick~~

Cellar (Give Dimensions) _____ Type of Heat _____

Improvements to be installed: Check those applicable (Electric ☒ Plumbing ☐ Bath ☐ Fire Place ☐

Others _____

Contract Price $4000. Name of Contractor J. D. Hedin Const

Cost not included in contract _____ Total cost of material and labor if not being built under contract _____

Inv: 1542A1 1/27/50

Name of person holding legal title to land: (Give names as shown on deed or current tax bill:

Same T. E. Collinson
(Print name of owner)

Same
(Address)

(Signature of owner)

(Signature of witness)

(Do not write in this block)
Folio No. ~~1845~~ 1952A
Assessment: ~~1981 & Imp.~~
T.E. Collinson - 12500

Building or structures costing $100-$500, fee $1.00; $500-$1,000, fee $2.00; $1,000-$1,500, fee $3.00; $1,500-$3,000, fee $5.00; $3,000-$5,000, fee $7.50; $5,000-$10,000, fee $12.50; $10,000-$25,000, fee $20.00; $25,000-$50,000, fee $25.00; $50,000 and over, fee $50.00. See Act of 1937, Chapter 425, Sec. 175C. Any owner, agent, builder or contractor who shall erect any building or structure of any kind in Anne Arundel County outside of the City of Annapolis where the cost exceeds One Hundred Dollars ($100.00), without first having obtained a building permit and does not comply with building regulations as prescribed by the Building Code of Anne Arundel County, shall be guilty of a misdemeanor. See Acts of 1937; Chapter 425, Sec. 178.

Fee based on full cost: $ 7.50 - (Must accompany this application.)

This is to Certify that Permit to Build is granted this date MAY 9 - 1950

C. E. Johnson
(Clerk to Board)

MAY 9 - 1950 Weems R. Duvall
President of Board

Pl. 429

6/20/50

112 PAGE 242

Value $[illegible].00

Foundation Concrete blk

Cellar Size none

Siding Brick + Stone [illegible] blk

Roof Built up - Asphalt [illegible]

Interior [illegible] - Hardwood floors in wings

Plumbing 2 toilets

Heat Hot Air

Dormers [illegible] [illegible] - [illegible] [illegible] [illegible] [illegible] [illegible] shop

Fire Place —

Oil Burner —

What Public Conv. [illegible]

Type Bldg. 36 x 56 [illegible] shop [illegible]

- 2 wings 26 x 36 each for stores

Note see back of sheet attached!

Notice A 4789
9-29-50
10-10-50
[illegible]

LIBER 112 PAGE 243

COUNTY OF ANNE ARUNDEL

Building Inspection Division

REPORT OF BUILDING INSPECTION

Building Permit No: _____

Mays Rd _____ 8-31- 1950
(Date of Inspection)

Building Location: Heden

Name of Contractor or Builder: Edgewater Construction Co.

Names of Sub-Contractors (Indicate type of work for each):

Stage of Construction: [illegible]

List any Violations:

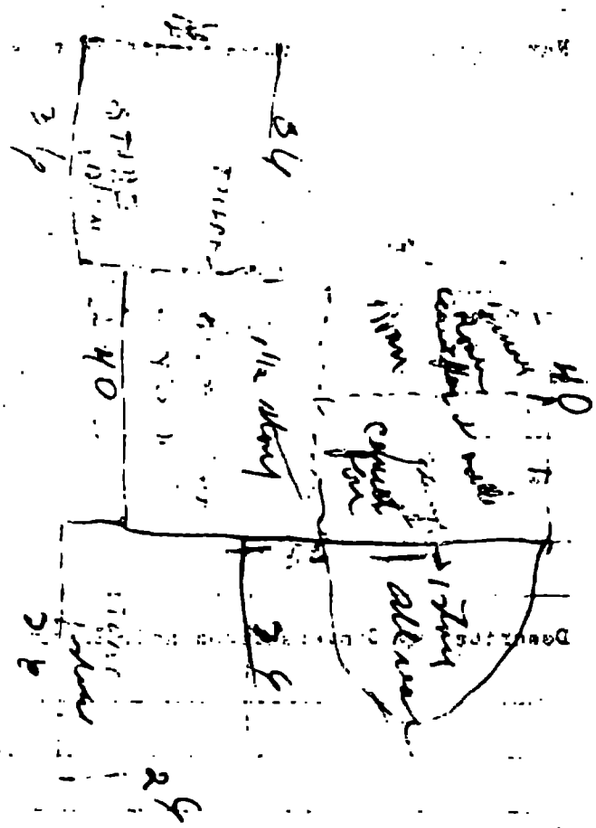
Describe any Conversations had, Instructions given, etc., and with or to whom:

When should next Inspection be made: Ready for [illegible]

_____
(Inspector)

County Form BI-2

LIBER 112 PAGE 244



Amount
$10,760.

Credit Bch + Brick

Headwall floor
in store

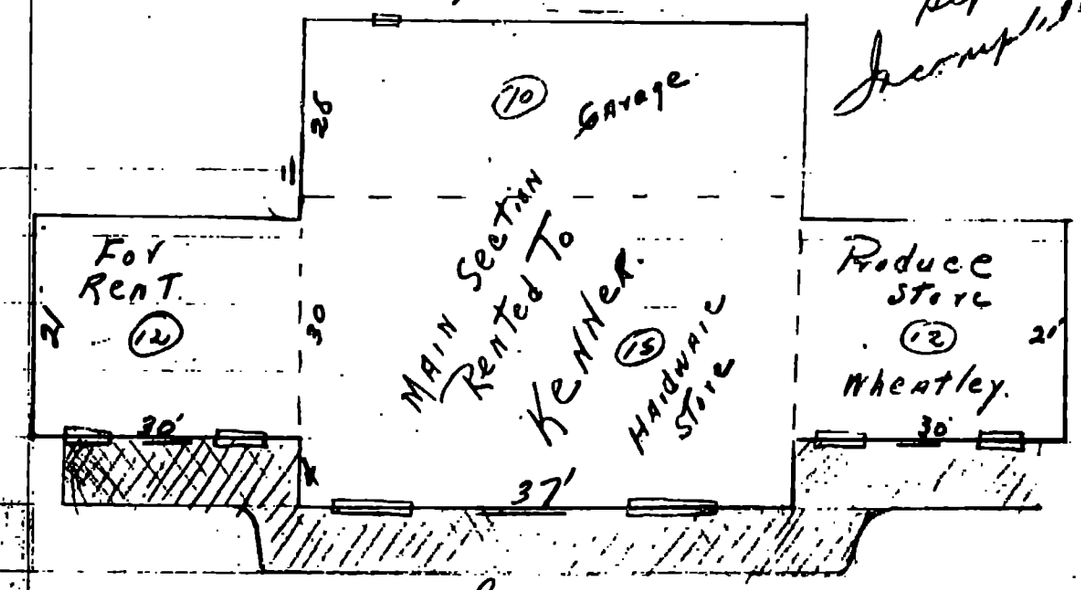
	Sq. ft.	H	Cu. ft.	R.	Amt.
MAIN STORE	1110	15	16650	28	4662
Side STORE	630	12	7560	28	2116
"	630	12	7560	28	2116
Back Addition	1036	10	10.360	18	1864
					$10,758

10760

Filed 23 Sept. 1954

J. D. Hedin Construction Co.
Transfer from Collison.

Sept 13-50
Incomplete



Brick tinner & Stone construction Over block
Composition Roof.
Inside finish plaster
Hardwood floors

to be 1951

LIBER 112 PAGE 246

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Thomas Edward Collison and Etta Mae Collison, his wife, Plaintiffs	)(	
vs.	)(	
David W. Collison, et al, Defendants	)(	
- - - - - - -	)(	No. 8794 EQUITY
B. Raymond Brashears, et al, Petitioners	)(	
vs.	)(	
Minnie E. Collison, et al, Respondents	)(	

D E C R E E

The petition of B. Raymond Brashears and others, filed on March 16, 1954, asking that the decree of foreclosure passed herein on December 28, 1944, be re-opened, 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 15th day of October, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED:

(1) That said petition be, and the same is hereby, dismissed as to so much of the land mentioned therein as was conveyed by Thomas E. Collison and Etta Mae Collison, his wife,

(a) to Marshall Barnes and Frances W. Barnes, his wife, by deed dated March 2, 1946, and recorded among said County's Land Records in Liber J. H. H. No. 354 folio 215;

(b) to Harry Orme and Cora V. Orme, his wife, by deed dated February 3, 1950, and recorded among said Land Records in Liber J. H. H. No. 556 folio 410; and

(c) to J. D. Hedin by deed dated February 28, 1950, and recorded among said Land Records in Liber J. H. H. No. 568 folio 236.

(2) That said decree of foreclosure be, and the same is hereby, re-opened and declared null and void

(a) as to the petitioners named in said petition, and

(b) as to all the land affected thereby other than the parts conveyed by the said Thomas E. Collison and Etta Mae Collison, his wife, to the said Marshall Barnes and Frances W. Barnes, his wife, Harry Orme and Cora V. Orme, his wife, and J. D. Hedin, as stated in the first paragraph hereof.

(3) That the said Thomas E. Collison and Etta Mae Collison pay the costs incident to said petition and the proceedings thereon.

JUDGE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Thomas Edward Collison and Etta Mae Collison, his wife, Plaintiffs	)(		
vs.	)(		
David W. Collison, et al, Defendants	)(		
--- - - - - - - - -	)(	No. 8794	EQUITY
B. Raymond Brashears, et al, Petitioners	)(		
vs.	)(		
Minnie E. Collison et al, Respondents	)(		

O P I N I O N

This case is before me on the petition of B. Raymond Brashears and others, filed herein March 16, 1954, praying that the decree passed herein December 28, 1944, foreclosing the rights of redemption of the owners of certain property theretofore sold for non-payment of taxes, be re-opened. The facts are somewhat involved, but I will, in stating them, be as brief as possible.

Nicholas G. Collison, late of said County, deceased, departed this life May 30, 1908, seized, among other properties, of a tract containing approximately twenty acres of land situate

and lying at or near Mayo, in said County. He left a Will dated February 26, 1907, whereby he gave and devised said land to his son, David W. Collison, for life, and then to his children, the child or children of any deceased child to take its or their parents' share. Then, after making a number of other devises and bequests, he gave, devised and bequeathed the rest and residue of his estate to those of his grandchildren (fifteen in all) who had been theretofore named in his said Will. Said David took possession of said land and paid the taxes thereon to and including the year 1936. He, however, failed to pay the taxes for the year 1937, and on October 10, 1938, the Treasurer of Anne Arundel County sold the property to Minnie E. Collison, said David's wife, for $36.00. This sale was duly reported to this Court, purportedly under the law then in force, and on November 2, 1939, finally ratified and confirmed. (No. 4276 Tax Sales) The Treasurer then, by deed dated December 19, 1939, conveyed said land to said Minnie.

After the Act of 1943, Chapter 761, Code of 1951, Article 81, Sections 70 to 1921, both inclusive, providing for a proceeding wherein the right of redemption of a former owner or owners of a property sold at tax sale could be foreclosed, became effective, the said Minnie E. Collison, as the purchaser at the sale of October 10, 1938, went to the then County Treasurer and, on September 8, 1944, procured from him a tax sale certificate showing the sale of said property and the purchase thereof by her. Mrs. Collison then, on September 20, 1944, assigned the certificate to Thomas E. Collison, her husband's nephew but not one of the grandchildren named in said Nicholas' Will, and Etta Mae Collison, his wife, and three days later said Thomas E. Collison and Etta Mae Collison instituted a suit (the same being this case) against said David W.

Collison, "and all persons having or claiming to have any interest in the property assessed to David W. Collison 'twenty acres and improvements, Mayo, District No. 1'", praying that the right of redemption of said owners be foreclosed. While the said David W. Collison was named a defendant in this proceeding, and it was stated in the ninth paragraph of the bill of complaint that he had no children, the residuary devisees named in said Nicholas' Will (grandchildren of said Nicholas) were not named as defendants and no subpoenas were issued against them or any of them, and no order of publication was published against them, or any of them, by name. The order of publication was, however, published "warning all persons having or claiming to have an interest in the property to answer the bill of complaint or to redeem the property on or before the thirtieth day of November, 1944." On December 1, 1944, a decree pro confesso was taken against said David W. Collison and all persons having or claiming any interest, etc, and on December 28, 1944 (before the expiration of thirty days from this decree pro confesso) a final decree of foreclosure was entered, and Noah A. Hillman, Esq., the Solicitor for the plaintiffs in said suit, was appointed Trustee to convey the land to the said Thomas E. Collison and Etta Mae Collison.

The said Thomas E. Collison thereupon took possession of said land caused it to be subdivided into lots and a plat made thereof. While they still own quite a few of these lots, they have sold a number thereof, and the purchasers have entered into possession and erected quite valuable homes or other buildings thereon. The said David W. Collison departed this life July 30, 1950, without leaving children or descendants him surviving. Some of the residuary devisees named in said Nicholas' Will, on

September 19, 1953, filed a bill of complaint in this Court (the same being No. 10,811 Equity), wherein they prayed that said Tax Sale (No. 4276 Tax Sales), as well as the proceedings for the foreclosure of the right of redemption (the instant case) be declared null and void, and the property sold for purposes of partition. I sustained the demurrers of the said Thomas E. Collison and Etta Mae Collison, and the purchasers from them, to this bill of complaint on the ground that if the plaintiffs in that suit (grandchildren of said Nicholas) wished to attack the decree passed herein on December 28, 1944, as aforesaid, they would have to file a petition in this case and have the validity of said decree determined herein before proceeding with a suit to partition the property or sell it for purposes thereof. The petition now before me followed. The petitioners are four of the grandchildren of said Nicholas whom he named as residuary devisees in his said Will. I will hereinafter for convenience refer to these four as "the petitioning grandchildren."

-I-

The Code (Article 81, Section 101) provides that the plaintiff in any proceeding to foreclose the right of redemption of property sold at tax sale shall be the holder of the certificate of sale, and that the defendants in any such proceeding shall be the following:

> "(a) The owner of the property as disclosed by a search of the Land Records of the County, of the records of the Register of Wills of the County, and of the records of any court of law or equity of the County.
>
> (b) If the property be subject to a ground rent, the parties defendant shall be the owner of the fee simple title and the owner of the leasehold title as disclosed by a search of the Land Records of the County, of the records of the Register of Wills of the County and of the records of any court of law or equity of the County.

(c) Any mortgagee of the property or his assignee of record, named as such in any unreleased mortgage recorded among the Land Records of the County.

(d) The State of Maryland may be made a party defendant in any action to foreclose the right of redemption."

The only child which David W. Collison ever had died in infancy in 1896, or twelve years before his father's death. Said David had no children living when his father died and none were thereafter born to him. It would, accordingly, seem clear that the residuary devisees named in his Will took the fee simple in said property as a vested remainder. (Barnum vs. Barnum, 42 Md. 251, 312-313; Ringgold vs. Carvel, 196 Md. 262, 273; Tiffany, Real Property, 3d Edition, Sec. 333, 2d Edition, Sec. 142, pages 511-512; Miller, Construction of Wills, Sections 216, 217, 218) A search of the County's Land Records and the records of the Register of Wills of the County would have disclosed this, and, such being the case, it is difficult for me to understand how a valid foreclosure proceeding could have been conducted without naming them as defendants. We have no Maryland case directly in point, but in other jurisdictions it has generally been held that the remaindermen, as well as the life tenant, must be made parties to an action for the foreclosure of a tax lien, in order to foreclose their interest in the property. (Louisville vs. Kohnhorst, 76 Southwestern 43; Crandall vs. Clemons, 22 Southeastern, 2d., 448; Moore County vs. Burns, 32 Southeastern, 2d., 225; and see annotation in 169 American Law Reports, 681, particularly that part thereof which begins at page 694, and 61 American Jurisprudence, Taxation, Sec. 1015.5, found in the 1953 Pocket Parts, pages 66-68)

This would be in line with the idea that "the method of foreclosure of the right to redeem lies within the legislative

discretion, and the method prescribed by the statute must be followed." (85 Corpus Juris Secundum, Taxation, Sec. 853) This statute was enacted by the Legislature with the idea that a decree of foreclosure passed pursuant to the provisions thereof would really be worth something. But the Legislature knew, and we all know, that due process demands that the owner of a property be given some kind of a chance to protect it before it can be taken from him. The holder of a tax sale certificate wishing to foreclose was, accordingly, saddled with the obligation of examining the records (not just the assessment records, but the land records and the records of the Register of Wills and the Courts), and finding out who the owners of the property were, and then naming such owners defendant. The statute then goes on and states that "it shall not be necessary to name as defendant any other person having or claiming to have any right, title, interest, claim, lien or equity of redemption in and to the property sold by the Collector", and that "any or all of such persons may be included as defendants by the designation 'all persons having or claiming to have any interest in the property - - - - (giving a description of the property in substantially the same form as the description which appears on the Collector's tax bill.)'" The statute then provides (Section 104) for the issuing of a subpoena for all "parties defendant named in said bill who are residents of this State," and for an order of publication (Section 105) against "all parties defendant, known and unknown, naming the known parties defendant and including the unknown parties defendant, and all other persons having an interest in the property, by the designations hereinbefore provided for." To me, it would seem crystal clear that the Legislature intended that all persons disclosed by the title search to

be owners of the property to be named as defendants whether they were residents of Maryland or non-residents thereof, and if they were residents that they be entitled to notice by subpoena (advising them personally of their right to redeem), and, if non-residents, to notice by publication by name, not under the designation of "all other persons", etc. While it does not affirmatively appear that Thomas E. Collison, when he filed his bill of complaint herein on September 23, 1944, knew that all of the fifteen grandchildren named as residuary devisees in Nicholas' Will were still living, or, if living, whether they were residents or non-residents, they were his first cousins and he could easily have gotten that information had he wanted to. They were not only his first cousins, but some were living right in the neighborhood where he lived and he saw them every week, if not every day. In answer to the eighth interrogatory propounded to them, said Thomas and his wife stated that they did not know whether Mr. Hillman had a list of the grandchildren of Nicholas or not, but that they did know "most of such relatives." But, whether they knew them or not really does not make any difference. They were charged with the fact that said grandchildren were named in said Will and they were bound to make them defendants by name if they were living, or their heirs or devisees, if they were dead. They did not have the right to ignore them, nor did they have the right to include them in an order of publication under the designation "all other persons", etc. I hold that this Court never acquired jurisdiction over the petitioning grandchildren, namely, B. Raymond Brashears, David Clifton Dawson, Elsie Winstead Hutchinson and Myrtle Collison Young, and, such being the case, the decree of foreclosure is, as to such grandchildren, void. (Miller's Equity, Section 503, page 592, and cases therecited; Walker vs. Wyse, 188

Md. 461, 470-471). I have not overlooked the fact that said Nicholas named fifteen of his grandchildren as residuary legatees, but only the four above named are before this Court asking that said decree be stricken down.

-II-

But, I think I must also hold that the questioned foreclosure decree was, as to said petitioning grandchildren, procured by fraud. Not only were the original plaintiffs bound by what the records disclose about said grandchildren, but they had actual knowledge that said grandchildren were in existence. Mr. Hillman, their counsel, had in his file a list of practically all of them. He testified that this list was given him by David W. Collison. The meticulous care with which Mr. Hillman prepared the contract between the said Minnie E. Collison and David W. Collison, as vendors, and the said Thomas E. Collison and Etta Mae Collison, as purchasers, shows that he knew that there was a possibility that some one might come in and redeem the property and thus prevent the passage of a decree of foreclosure. He decided that it was not necessary to make said grandchildren parties defendant by name and have subpoenas personally served on those who were residents of Maryland, or to actually name those who were non-residents in the order of publication. I have no doubt that in so doing he conscientiously believed that he was right. I do not mean, for an instant, to suggest that Mr. Hillman deliberately intended to perpetrate a fraud. I know him too well for that. But, I do think that he was wrong in his opinion, and that said decree, having been obtained without said grandchildren being named as defendants when he knew who they were and could easily have obtained their addresses if he had tried, said decree must be regarded as

having been obtained by fraud in law. (Croyle vs. Croyle, 184 Md. 126) A decree obtained without making those persons parties whose rights are affected by it is, as to them, fraudulent. (Story's Equity Pleading, Sec. 427; Burch vs. Scott, 1 Bland 112, 120) It was argued by counsel for Mr. and Mrs. Thomas E. Collison that they, having procured and relied on the advice of counsel, cannot be charged with fraud in obtaining the decree. I cannot follow him in that. If he is right, then all any person who wants to perpetrate a fraud has to do is to go to a lawyer and get an opinion, however erroneous, that he has the right to do what he wants to do.

-III-

But Mr. and Mrs. Thomas E. Collison, as well as the purchasers from them, insist that said petitioning grandchildren are barred by laches from now coming in and questioning the decree of foreclosure. I think Mr. and Mrs. Thomas E. Collison and said purchasers stand on a different footing. Mr. and Mrs. Collison were participants in the fraud which I have, supra, found to have existed. That being so, they cannot ~~claim~~ cry "laches". "Fraud does not create 'equities' in favor of participants in the fraud". (Kline vs. Inland Rubber Corp., 194 Md. 122, 136; LeBrun vs. Prosise, 197 Md. 266, 477) As to the purchasers from them, however, I think the situation is different.

When Mr. and Mrs. Thomas E. Collison bought the property, they immediately took possession thereof and, within the next year, that is to say in 1945, built a store thereon. They also caused the property to be subdivided into lots and proceeded to sell such lots. The first lots seem to have been conveyed to Mr. and Mrs. Barnes, March 2, 1946. Mr. and Mrs. Barnes built a house thereon shortly thereafter. They mortgaged the property purchased by them as aforesaid to the Annapolis Banking & Trust Company September

9, 1946. They conveyed said property to Paul D. Collison and Lois V. Collison, his wife, January 19, 1950. On February 3, 1940, Mr. and Mrs. Thomas E. Collison conveyed certain other lots to Harry Orme and Cora V. Orme, his wife. On February 28, 1950, they conveyed certain other lots to J. D. Hedin, who not only erected valuable improvements thereon but mortgaged the same. During all this time the petitioning grandchildren did nothing; and, in fact, they took no affirmative action to protect their rights until they filed their bill in No. 10,811 Equity on September 19, 1953, as aforesaid, or until the decree of December 28, 1944, was almost nine years old. Mr. B. Raymond Brashears, one of the petitioners, testified that he knew all about the purchase of the property by Mr. and Mrs. Thomas E. Collison as far back as 1944; that Mr. David W. Collison tried to sell the property to him and that he refused to buy; that he told Thomas E. Collison about this before he, the said Thomas, bought, and that "if you go ahead with it you are foolish"; that he knew that said Thomas had taken possession and "I noticed the building being put up", and that "everybody in the family knew that Thomas had bought the property." These things being true, the petitioning grandchildren were, I think, required to take some action or to do something to protect their rights. They did not have the right to stand still and, without even raising a finger, permit men to purchase their property and improve it, and then, after all that is done, say to those purchasers: "We are sorry, but it was not our place to tell you that you could not get a good title to that property, and, although we stood by while you spent your good money therefor, we are going to take it away from you." "Irrespective of the statute of limitations, or in cases where the statute does not apply, the owner

of land sold for taxes will be denied relief against the sale where he has delayed for a great and unreasonable length of time to seek redress; more especially - - - - - where it has passed into the hands of innocent purchasers from him in good faith." (85 Corpus Juris Secundum, Taxation, Sec. 895, page 502; St. Louis etc Lumber etc Co. vs. Godwin, 108 Southwestern 372)

"Laches, in legal significance, is not mere delay, but delay that works a disadvantage to another". (Pomeroy's Equity Jurisprudence, Sec. 419d, Vol 2, pages 178, 179) "When a Court sees negilgence on one side and injury therefrom on the other it is a ground for denial of relief." (Ibid) "The doctrine of laches is based upon grounds of public policy, which requires the discouragement of stale demands for the peace of society. (Kaufman vs. Plitt, 191 Md. 24-28) Even on motions to strike out judgments at law, the Court sits in the exercise of its quasi equitable powers and will consider all the facts and circumstances of the case, and will refuse relief when the applicant has been guilty of laches and unreasonable delay in seeking his remedy. (Kemp vs. Cook, 18 Md. 130, 139)

But the petitioning grandchildren insist that they could do nothing until after David W. Collison's death. I do not agree. In fact, their position in that respect seems to me to be inconsistent with the claim that they were the owners of the property and as such entitled to be named as defendants in the first instance. If they were such owners they had the right to redeem (Section 90) and, having the right to redeem, they were required to do something about the foreclosure proceedings within a reasonable time after it was brought to their attention. They knew that Mr. and Mrs. Thomas E. Collison were in possession of the property, improving parts thereof and selling other parts. They were, I think, put

on such notice as required them to come to Annapolis and investigate the situation, and if they had done that they would have found out about the tax sale and the foreclosure case. True, they were not entitled to possession and could not have maintained ejectment; but I do not think that relieved them of the responsibility to redeem the property or take such other action as might have been necessary to protect their rights. They next claim that they were advised by counsel that they could do nothing until after said David's death. I do not think that protects them any more than Mr. Hillman's advice to Mr. and Mrs. Thomas E. Collison protected them. They cannot claim a right which they deny to their adversary. I hold that the petition to re-open said decree must be dismissed as to the lots conveyed by Mr. and Mrs. Thomas E. Collison, but that said decree must be re-opened as to any and all parts of the property which Mr. and Mrs. Thomas E. Collison still own.

-IV-

Then there is, I think, another principle on which said decree can be sustained as to the parts of the property which Mr. and Mrs. Thomas E. Collison sold to others, namely, the principle that a decree of a court of competent jurisdiction is presumed to be valid, (unless the record affirmatively shows a lack of jurisdiction) and acts done thereunder before it is questioned, by persons who did not know of its invalidity, are likewise valid. The purchasers of the lots sold by Mr. and Mrs. Thomas E. Collison did not have the title examined and so cannot be charged with anything other than the constructive notice which the law imposed on them. The record of the foreclosure proceedings did, it is true, disclose

that the fifteen grandchildren named in Nicholas G. Collison's Will had vested remainders in the property, but it did not disclose whether they were living or dead or anything about them, and the decree of this Court unequivocally stated (1) that the bill of complaint had been taken pro confesso as against the defendant, David W. Collison, and all persons having or claiming to have any interest in the property", (2)"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"- - - "be, and they are hereby forever foreclosed," and (3) that an absolute and indefeasible title, in fee simple, in the property "is now vested in Thomas E. Collison, the complainant herein." A judgment may be void as to some and not as to others. (Freeman, Judgments, Sec. 324, page 648) A decree implies findings to support it. (85 Corpus Juris Secundum, Taxation, page 241) The Court assumes the validity of a foreclosure proceeding. (Oppenheimer vs. Micbar Co., 192 Md. 192)

Our Court of Appeals has held that, although a foreign divorce decree was questioned on the ground of the lack of jurisdiction in the Court which passed it, said decree must be presumed to be valid and given full faith and credit until the attacker obtains an adjudication that the decree is invalid. (Brewster vs. Brewster, 105 Atlantic, 2d. 232, and cases there cited) The petitioning grandchildren could easily have put the world on notice that they questioned said decree by the simple process of filing a petition herein alleging that it was invalid and praying that it be re-opened. They did not do that. That being true, they cannot now be heard to complain that certain persons, not knowing all the facts, assumed that it was valid and purchased property on the faith thereof.

-V-

While it was alleged in the petition that Thomas H. Behlke and Helen Behlke, his wife, had purchased a certain part of the property, they did not appear and the petition was taken pro confesso against them, but no testimony was adduced showing the status of their purchase. I am now advised that Mr. and Mrs. Behlke abandoned their purchase when they heard about this suit. The property they bought accordingly stands in the same position as though it had never been sold.

15 Oct 1947

JUDGE

No. 8794 Equity

LIBER 112 PAGE 263

Thomas Edward Collison
and
Etta Mae Collison,
his wife, Plaintiffs
vs.
David W. Collison,
et al, Defendants

- - - - - - - -

B. Raymond Brashears,
et al, Petitioners,
vs.
Minnie E. Collison,
et al, Respondents

OPINION and DECREE

October _____, 1954

Filed 15 Oct., 1954

LIBER 112 PAGE 264

THOMAS E. COLLISON and ETTA MAE COLLISON, HIS WIFE	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
VS.	:	FOR
DAVID W. COLLISON, ET AL	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	
	:	NO. 8794 EQUITY
B. RAYMOND BRASHEARS, ET AL	:	
PETITIONERS	:	
VS.	:	
MINNIE E. COLLISON, ET AL	:	
RESPONDENTS	:	
	:	

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

ORDER FOR APPEAL

MR. CLERK:

Please enter an appeal on behalf of the Petitioners, B. Raymond Brashears, et al, from the judgment in this case to the Court of Appeals.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Petitioners

I hereby certify that I mailed a copy of the above Order for Appeal this 9th day of November, 1954 to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland; C. Maurice Weidemeyer, Esq., 236 Main Street, Annapolis, Maryland; William W. Townshend, Jr., Esq., Towns-worth Building, Annapolis, Maryland; O. Bowie Duckett, Esq., 88 State Circle, Annapolis, Md.; and Wilmer D. Pyles, Esq., Upper Marlboro, Md., Attorneys for the individual Plaintiffs and Respondents.

Malcolm B. Smith
Attorney for Petitioners

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

NO. 8794 EQUITY

THOMAS E. COLLISON and
ETTA MAE COLLISON, HIS WIFE,
PLAINTIFFS
VS.
DAVID W. COLLISON, ET AL,
DEFENDANTS

B. RAYMOND BRASHEARS, ET AL
PETITIONERS
VS.
MINNIE E. COLLISON, ET AL
RESPONDENTS

ORDER FOR APPEAL

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 9 Nov. 1954.

THE BARRETT PRINTING COMPANY

THOMAS E. COLLISON and ETTA MAE COLLISON, his wife	:	No. 8794 Equity
vs.	:	In the Circuit Court for Anne Arundel County
DAVID W. COLLISON et al.	:	

ORDER FOR CROSS-APPEAL

Mr. Clerk:

Please enter a Cross-Appeal on behalf of Thomas E. Collison and Etta Mae Collison, his wife, plaintiffs, from the Decree in this case to the Court of Appeals.

George B. Woelfel, TJC
Solicitor for
Thomas E. Collison and
Etta Mae Collison, wife.

I hereby certify that upon this 12th day of November, 1954, I mailed a copy of the foregoing Order for Cross-Appeal to each of the following: Marvin I. Anderson and Malcolm B. Smith, 20 West St., Annapolis, Md.; C. Maurice Weidemeyer, 236 Main St., Annapolis, Md.; William W. Townshend, Towns-Worth Bldg., South St., Annapolis, Md.; O. Bowie Duckett, 88 State Circle, Annapolis, Md.; and Wilmer D. Pyles, Upper Marlboro, Md., solicitors for the various plaintiffs and respondents.

George B. Woelfel TJC

No. 8794 Equity

THOMAS E. COLLISON et ux.

vs.

DAVID W. COLLISON et al.

ORDER FOR CROSS-APPEAL

Mr. Clerk:

Please File

George B. Woelfel
George B. Woelfel,
Sol. for Pltff.

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

Filed 12 Nov., 1954.

THOMAS E. COLLISON and ETTA MAE COLLISON, HIS WIFE	:	
PLAINTIFFS	:	IN THE
VS.	:	
DAVID W. COLLISON, ET AL	:	CIRCUIT COURT
DEFENDANTS	:	
B. RAYMOND BRASHEARS, ET AL	:	FOR
PETITIONERS	:	
VS.	:	ANNE ARUNDEL COUNTY
MINNIE E. COLLISON, ET AL	:	
RESPONDENTS	:	NO. 8794 EQUITY

::::::::::

DESIGNATION OF RECORD TO BE TRANSMITTED TO THE COURT OF APPEALS

MR. CLERK:

In preparing the record in the above case for transmittal to the Court of Appeals, please include:

1. All pleadings, court orders, decrees, exhibits, and transcript of all testimony in the original foreclosure proceedings herein in which Thomas E. Collison and Etta Mae Collison were Plaintiffs and David W. Collison, et al were Defendants.

2. All exhibits offered by the Petitioners and admitted into evidence.

3. The complete record of the proceedings at the hearing of the case prepared by the Court Stenographer.

4. All pleadings, court orders, opinions and decrees filed in the case.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Petitioners

I hereby certify that I mailed a copy of the above Designation of Record to be Transmitted to the Court of Appeals this 3rd day of December, 1954 to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland; C. Maurice Weidemeyer, Esq., 236 Main Street, Annapolis, Maryland; William W. Townshend, Jr., Esq., Towns-worth Building, Annapolis, Maryland; O. Bowie Duckett, Esq., 88 State Circle, Annapolis, Md., and Wilmer D. Pyles, Esq., Upper Marlboro, Md., Attorneys for the individual Plaintiffs and Respondents.

Malcolm B. Smith

Attorney for Petitioners

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LIBER 112 PAGE 270

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 8794 EQUITY

THOMAS E. COLLISON AND
ETTA MAE COLLISON, HIS WIFE
PLAINTIFFS

VS.

DAVID W. COLLISON, ET AL
DEFENDANTS

B. RAYMOND BRASHEARS, ET AL
PETITIONERS

VS.

MINNIE E. COLLISON, ET AL
RESPONDENTS

DESIGNATION
OF RECORD TO BE TRANSMITTED
TO THE COURT OF APPEALS

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 7 Dec., 1954.

THE BARRETT PRINTING COMPANY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife, PLAINTIFFS	:	IN
VS.	:	THE CIRCUIT COURT
DAVID W. COLLISON, et al, DEFENDANTS	:	FOR
- - - - - - - - - -	:	
B. RAYMOND BRASHEARS, et al, PETITIONERS	:	ANNE ARUNDEL COUNTY
VS.	:	
MINNIE E. COLLISON, et al, RESPONDENTS	:	NO. 8794 EQUITY

TESTIMONY IN OPEN COURT

BEFORE

HONORABLE JAMES CLARK, ASSOCIATE JUDGE

Present:

Mr. Marvin I. Anderson,)
Mr. Malcolm B. Smith,) Solicitors for Petitioners

Mr. W. D. Pyles)
Mr. C. F. Stein)
Mr. C. B. Duckett)
Mr. Louis M. Strauss)
Mr. William W. Townshend, Jr.) Solicitors for Respondents
Mr. C. Maurice Weidemeyer)
Mr. Basil E. Moore, Jr.)
Mr. George B. Woelfel)

Mr. John H. Hopkins, 3rd, Clerk

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Mr. Noah A. Hillman, pages 8 - 17
Mr. Gordon W. Lee, pages 18 - 21
Mr. R. Tighlman Brice, pages 22 and 23
Mr. W. Irving Young, pages 24 - 30
Mr. William W. Townshend, Jr., pages 30 - 32
Mr. Marshall Barnes, pages 33 - 38
Mrs. Frances W. Barnes, pages 38 - 41
Mr. C. Carroll Lee, pages 41 -43
Mrs. Mildred Mae Parks, pages43 - 51
Mr. B. Raymond Brashears, pages 51 - 60
Mrs. Frances W. Barnes, pages 60 - 61
Mr. Thomas E. Collison, pages 62 - 64

Mr. Anderson: I offer in evidence a deed dated, August 14, 1899 from William D. Collison --

Court: Are these the papers in the case?

Mr. Anderson: Yes.

Court: Well, why don't you put them all in and not put them in separate.

Mr. Anderson: It's alright with me. I'll be glad to offer all the exhibits filed with the Petition.

Court: Well, why don't you put the whole case in. All the papers in the foreclosure case.

Mr. Anderson: These are papers in addition to the foreclosure case.

Court: Oh, alright, go ahead.

Mr. Anderson: I don't want to take up anymore time than I have to. If they want me to offer them all that were filed --

Court: Well, I thought you were talking about certain papers out of the foreclosure case and offering them separate it didn't make sense to me.

Mr. Anderson: I offer in evidence deed dated, August 14, 1899, from William D. Collison and wife to Nicholas G. Collison, recorded in G.W. No.15, folio 205.

Court: Alright, hand it up to Mr. Hopkins and let him mark it.

(DEED MARKED PLAINTIFF'S EX.1)

Mr. Anderson: I offer in evidence the Will of Nicholas G. Collison, dated the 26th day of February, 1907 and recorded in the Orphan's Court, Anne Arundel County in Liber B.R.D. 1, folio 102.

(WILL MARKED PLAINTIFF'S EX.2)

Mr. Anderson: I offer in evidence the papers in Tax Sale No.4276 in the matter of the tax sale of the land of David W. Collison, First Election District of Anne Arundel County.

(PAPERS IN TAX SALE NO.4276 MARKED PLAINTIFF'S EX.3)

Court: I don't see what that's got to do with this case, but go ahead put it in.

Mr. Anderson: I offer in evidence deed dated, December 19, 1939 from Joseph H. Pepper and County Commissioners of Anne Arundel County to Minnie E. Collison.

(DEED MARKED PLAINTIFF'S EX.4)

Mr. Anderson: I offer in evidence Tax Sale Certificate No. 1 from the County Treasurer to Minnie E. Collison, dated the 8th of September, 1944.

(CERTIFICATE OF TAX SALE MARKED PLAINTIFF's EX.5)

Mr. Anderson: I offer in evidence a deed dated, January 8, 1945 from Noah A. Hillman, Trustee, to Thomas E. Collison and wife, recorded in Liber J.H.H. 323, folio 121.

(DEED MARKED PLAINTIFF'S EX.6)

Mr. Anderson: I offer in evidence a deed dated March 2nd, 1946 from Thomas E. Collison and wife to Marshall Barnes and wife --

Mr. Weidemeyer: Object to the introduction of that at this time. Now, as I understand it the first question is whether or not the tax sale and proceedings and foreclosure should be set aside, this deed came after that period.

Court: Well, I'm not quite clear whether or not. I'll admit it.

Mr. Weidemeyer: I think this deed is after Collison obtained title under the decree.

Court: Alright, put it in, but if I don't think it has anything to do with the case I won't pay any attention to it.

Mr. Anderson: Recorded in J.H.H. No.354, folio 215.

(DEED MARKED PLAINTIFF'S EX.7)

Mr. Anderson: I offer in evidence the plat of the subdivision of the Collison property made by J. R.

McCrone, February, 1946.

(PLAT MARKED PLAINTIFF'S EX.8)

Mr. Anderson: I offer in evidence a Mortgage, dated September 9th, 1946 from Marshall Barnes and wife to Annapolis Banking and Trust Company, recorded in Liber J.H.H. No.381, folio182.

(MORTGAGE MARKED PLAINTIFF'S EX.9)

Mr. Anderson: I offer in evidence the deed, dated January 19, 1950 from Marshall Barnes and wife to Paul D. Collison and wife recorded in Liber J.H.H. 554, folio 352.

(DEED MARKED PLAINTIFF'S EX.10)

Mr. Anderson: I offer in evidence the deed dated February 3rd, 1950 from Thomas Edward Collison and wife to Harry Orme and wife, recorded in Liber J.H.H No.556, folio 410.

(DEED MARKED PLAINTIFF'S EX.11)

Mr. Anderson: I offer in evidence a Mortgage from Harry Orme and wife to Thomas Edward Collison and wife dated February 3rd, 1950, and recorded in Liber J.H.H. 556, folio 412.

(MORTGAGE MARKED PLAINTIFF'S EX.12)

Mr. Anderson: I offer into evidence a Deed dated February 28, 1950 from Thomas Edward Collison and wife to J. D. Hedin, recorded in Liber J.H.H. 568, folio 236

(DEED MARKED PLAINTIFF'S EX.13)

Mr. Anderson: I offer in evidence a Mortgage dated February 8th, 1952 from J. D. Hedin and wife to the National Central Bank of Baltimore, recorded in Liber J.H.H. 666, folio 528.

(MORTGAGE MARKED PLAINTIFF'S EX.14)

Mr. Anderson: I offer in evidence another plat of the sub-division of the Collison property made by J.R. McCrone in 1952, March of 1950.

(PLAT MARKED PLAINTIFF'S EX.15)

Mr. Anderson: I offer into evidence a copy of the Appraisal, Joseph D. Lazenby and George E. Bryant.

Court: I don't think that's got anything to do with this case.

Mr. Weidemeyer: Objection.

Court: I sustain the Objection, throw it out.

Court: I'm not going into that angle of the case.

Mr. Anderson: I offer into evidence INTERROGATORIES TO THOMAS E. COLLISON, questions and answers as follows:

(a) Question 2 and answer.

(b) Question 3 and answer.

(c) Question 4 and answer.

(d) Question 6b and answer.

(e) Question 7 and answer.

(f) Question 8 and answer.

(g) Question 10 and 10b and answer.

(h) Question 11 and answer.

Mr. Strauss: OBJECTION. So far as the Annapolis Banking and Trust Company.

Court: Just why do you object.

Mr. Strauss: Well, we didn't participate in it.

Court: Well, you can have a chance to cross-examine.

Mr. Anderson: This is the Interrogatories to Thomas Edward Collison.

Court: They're not Depositions, they're Interrogatories.

Mr. Strauss: We object to the effect of them.

Court: I think they're admissable.

Mr. Pyles: If Your Honor, please, we understand the rule to be that if any of them are introduced anybody has the right to have them all.

Court: Oh, you're right about that.

Mr. Strauss: We'd like to have the whole thing introduced

rather than take specific questions.

Mr. Anderson: Yes, but they're to be admissable only as far as the answers are relevant.

Court: Mr. Anderson if you're going to put any of them in they've got, the rest of them have the right to put them all in; there isn't any question about that. You can't just pick out three or four questions and answers and ask me to decide a case on that.

Mr. Anderson: Well, we'll let them all go in.

Court: You've either got to put them all in as they demanded or leave them all out.

Court: Do you demand that they all go in?

Mr. Pyles: Yes sir.

Court: Certainly they've all got to go in because the rule says so.

Mr. Anderson: It says, in so far as the answers are relevant.

Court: Well, so far as they're relevant, I suppose, or something of that kind, if it's immaterial why I'm not going to pay any attention to them anyway.

Mr. Anderson: With that understanding we'll go ahead.

(INTERROGATORIES MARKED PLAINTIFF'S EXHIBIT 16)

Mr. Anderson: I offer in evidence the questions and answers --

Court: Interrogatories?

Mr. Anderson: Interrogatories of Harry Orme and Cora Orme as follows:

(a) Question and answer to No. 3.

Mr. Weidemeyer: Objection to part of it.

Court: No, has the right to introduce part, but you have the right to put the others in. You can't make him put them all in.

Mr. Weidemeyer: I object to the introduction of part without the introduction of all, of all his answers.

Court: No, you're wrong about that, you're not going at it in the right way, Mr. Weidemeyer, you can't object to him putting part in, but if he puts part in you can put the balance. But he don't have to put the balance in, as I read the rule.

Mr. Weidemeyer: Well, we request that the balance be introduced.

Mr. Anderson: (a) Question and answer No.3
(b) Question and answer No.4c
(c) Question and answer No.5
(d) Question and answer No.10
(e) Question and answer No.12 and answer No.12a
(f) Question and answer No.14

Mr. Weidemeyer: We offset the part of the introduction of that that they all go in.

Court: Alright.

(INTERROGATORIES TO HARRY ORME AND CORA ORME MARKED PLAINTIFF'S EX.17)

Mr. Anderson: I offer in evidence Interrogatories to John D. Hedin and Emma J. Hedin, his wife, as follows:

(a) Question and answer No.3
(b) Question and answer No.5
(c) Question and answer No.10
(d) Question and answer No.11
(e) Question and answer No.11a

Mr. Pyles: We request that they all go in.

Court: Alright, put them all in.

(INTERROGATORIES TO JOHN D. HEDIN AND EMMA J. HEDIN MARKED PLAINTIFF's EX.18)

Mr. Anderson: I offer in evidence the questions and answers of the Annapolis Banking and Trust Company to Interrogatories as follows:

(a) Question and answer No.1
(b) Question and answer No.2

(c) Question and answer No.3

(d) Question and answer No.12

(e) Question and answer No.13

Mr. Strauss: We move that the remainder of the questions and answers be put in.

Court: Alright, put them all in

(INTERROGATORIES AND ANSWERS MARKED PLAINTIFF'S EX.19)

Mr. Anderson: I offer in evidence the questions and interrogatories of the National Central Bank of Baltimore as follows:

(a) Question and answer No.1

(b) Question and answer No.2

(c) Question and answer No.3

(d) Question and answer No.4

(e) Question and answer No.5

(f) Question and answer No. 11

Mr. Duckett: We request all the answers be put in.

Court: Alright, put them all in.

(INTERROGATORIES AND ANSWERS MARKED PLAINTIFF'S EX.20)

Noah A. Hillman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Your name and address?

A. Noah A. Hillman, Maryland Hotel Building, Annapolis, Md.

2. And you are an attorney, I believe?

A. That's right.

3. And are you familiar with the case in the original tax sale proceedings conducted in 1939 pertaining to the Collison property at Mayo, and the property involved in this case, in which the property was listed belonging to David W. Collison was involved, whom did you represent?

A. I represented Mrs. Collison, Mrs. Minnie Collison.

4. In the subsequent tax sale, here in the proceedings, that you conducted in 1944 involving the same property, whom did you represent?

A. I represented both the buyer and the seller.

5. Now, when you say that I suppose, Mr. Hillman, you mean Thomas Edward Collison and wife and Minnie E. Collison?

A. Well, let's put it this way, Mrs. Collison was the purchaser at the tax sale, of course, she had a husband who had a right in any property she owned.

6. What consideration was paid for the assignment of the tax sale certificate No.1 from Minnie E. Collison to Thomas and Etta Mae Collison?

A. I have to refer to my file. I have a carbon copy of settlement, memorandum, dated January 8, 1945 --

Court: What date?

Witness: January 8, 1945, that was after the Equity proceeding for the foreclosure of Equity Redemption, because I note that I have a number on it, 8794 Equity, if that's the case your referring to, in which the price is stated to be $3000.00.

7. Was that Three Thousand Dollars ($3,000.00) for the certificate or in consideration of the certificate plus the foreclosure proceedings.

A. I don't think I understand the question.

8. Well, was the $3,000.00 paid outright for the certificate or was it conditioned upon the tax sale foreclosure case?

Mr. Pyles: Objection.

Court: I don't quite gather what you're getting at.

Mr. Anderson: Maybe I can explain. We will show by this witness that the $3,000.00 was conditioned upon, account separate --

Court: I suppose it was.

Mr. Anderson: Well, it shows that we contend that Thomas E. and Eddy Collison, Thomas E. and Dave

Collison worked this thing together; might not have much to do with his part, but it certainly has a lot to do with the Collison's.

Court: What's your objection?

Mr. Pyles: If the Court, please, primarily, it's an objection of an attorney client relationship

Court: I don't think you could object.

Mr. Pyles: Well, I don't know, sir.

Court: His client might have the right to object, but I don't think you have

Mr. Hillman: When I think that I shouldn't disclose something I'll say so and then Your Honor may rule. I haven't answered the question yet.

Court: Let him answer the question.

Mr. Hillman: Now, I'll enter an objection.

Court: Never mind your entering an objection.

Mr. Hillman: Well, Your Honor may rule. I enter an objection for protection of client to disclosing anything of a confidential nature between attorney and client, though I'm not going to make the objection for purpose of covering up what has been termed fraud here in this case. There was no fraud.

Court: Well, you can't exactly do that, Mr. Hillman. You've got to take position one way or the other, you've either got to testify or not testify.

Mr. Hillman: Well, I will be glad to read to the Court an agreement that was entered into between the parties if that's what you're driving at, Mr. Anderson.

Mr. Anderson: Alright, I don't care, but I think we could shorten it by just answering the question.

Court: Well, I don't know about that. The record shows that theoretically, paid $3,000.00 for the tax title. That's just about what the record

shows.

Mr. Hillman: Is there any question that it was paid, if so I'll testify on that?

Court: I don't know whether there was not?

Mr. Anderson:; The question was, was the $3,000.00 paid for the certificate or was it tied in and conditioned upon the foreclosure proceeding?

Mr. Pyles: If Court please, we must enter an objection to the answering of that question. On the question of attorney client relationship, and I don't know whether they are or not, but if the parties are alive they ought to testify themselves.

Mr. Woelfel: We have no objection. I represent Mr. Collison.

Court: Alright, let him answer. I don't think it hurts one way or the other. I don't think it makes a bit of difference to you.

Mr. Hillman: I don't think the question can be answered in an ethical fashion, other than to say again it was entered into between parties in this case for the payment of $3,000.00 and certain conditions, and I have an executed copy of an agreement.

Court: Put the Agreement in evidence. Now, let me qualify that, I don't think that is admissable against anybody except the causes; I don't see how it can possibly be admissable against the banks or these purchasers.

Mr. Anderson: We agree to that; unless it's tied in.

Mr. Anderson: I offer that in evidence.

Court: Alright. Alright, I'll admit it subject to those qualifications.

(AGREEMENT MARKED PLAINTIFF'S EX.21)

9. To whom were the net proceeds and the $3,000.00 paid?

A. I'll have to refer to my records, I think I remember but I'd rather look. On January 8, 1945 I issued a trustee check payable to Minnie Collison and David Collison, her husband, in the net amount of Twenty Eight Hundred and Fifty Dollars ($2,850.00).

10. So that both sides, Complainants and Respondents, stood the expenses of the foreclosure proceeding, is that correct?

A. Well, there was an arrangement, I think, mentioned in the agreement about that, I think I'm right. No, I don't believe it says anything about that, but as a matter of fact, there was an arrangement in which there was some division of the cost, or the fee, or both whereby though I don't think they paid it in equal amounts, both sides paid a portion.

11. And you did hold in escrow deeds conveying the property from Dave Collison to Thomas E.; and a deed back from Thomas E. to Dave, pending this transaction, did you not?

A. Let me take a look at the record. I held in escrow an agreement from Thomas E. Collison and Etta Mae Collison to Minnie E. Collison and David W. Collison, her husband, a deed I held in escrow pending the outcome of the proposed tax sale proceedings, which incidentally was not completely executed, in that it was not dated, not witnessed, not acknowledged.

12. There's two of them, isn't there?

A. I held in escrow an agreement, pardon me, a deed which was executed, signed, witnessed and acknowledged from Mr. and Mrs. Minnie, Mr. and Mrs. David W. Collison, naming her first, and David Collison as her husband, to Thomas E. Collison and Etta Mae Collison, his wife, which like I said was to held in escrow pending the outcome of the proposed equity proceeding.

Mr. Anderson: Now, I offer those in evidence.

(DEED S MARKED PLAINTIFF'S EXHIBITS 22 and 23)

13. Now, Mr. Hillman, do you or did you at the time of the

original foreclosure proceeding in 1944, have in your possession a list of the granichildren of Nicholas G. Collison which has been offered in evidence?

A. A list of the grandchildren?

14. Yes.

A. I had a list --

Mr. Woelfel: We have to object to that. You couldn't bind Mr. Collison with that, sir.

Mr. Hillman: Do I answer the question, sir?

Court: You can answer it if the Collison's knew you had it or furnished you with it.

A. Now, what happened was this, when examination was made of the Will, it was determined by me that under the Will --

Court: Never mind what was determined by you.

Mr. Hillman: Well, I want to say how a list was obtained and not used.

Court: Alright.

A. The Will was examined and according to memory now, I have not looked at any papers in the original tax sale proceeding, nor certainly in this equity proceeding, I don't remember when --

Court: Well, you had a list of the grandchildren named in the Will, didn't you?

Mr. Hillman: No sir.

Court: You didn't get it out of the Will?

Mr. Hillman: No sir, I did not have that. I have a list and I think my brother, Mr. Anderson, is referring to a list of brothers and sisters of David W. Collison that I mentioned to him the other day when he was in my office, but I did not have a list of any grandchildren named in theWill, because as I recall the Will the property was left to Mr. David Collison for life and then to his

children if he had any, whether it said of his body or not I don't recall now. But he didn't have any children at the time the foreclosure proceeding was brought, however, he was still living and I had no purpose in making up a list of grandchildren from a Will. I did put in the names on a piece of paper of those brothers and sisters that he had, those he said had died, some names of the children he could remember, though addresses he didn't know and the list was not used because, why, for several reasons, because it was an incomplete list, the man did not know who all the grandchildren were.

15. But some of them are on that list, are they not?

A. Yes, but the list was of no value and of no use in the way I brought the proceedings and in my opinion.

16. Who gave you that list?

A. I think it was Mr. Collison.

17. Which Mr. Collison?

A. David W. Collison.

Court: You had a list of sisters of David W. Collison?

Mr. Hillman: Yes sir.

Court: And partial list of their children, is that right?

Mr. Hillman: Yes.

Court: Who furnished you the list?

Mr. Hillman: Mr. David W. Collison.

18. Well, there's quite a few grandchildren on here, is that correct?

A. I didn't hear the question.

19. I said, there are quite a few, that's not all of the grandchildren?

A. No, there's not all of them on there according to what he told me, there's quite a few on there and as I understood

there was quite a few he didn't know.

Mr. Anderson: I'd like to offer the list in evidence.

Court: Alright, put it in.

(LIST OF GRANDCHILDREN MARKED PLAINTIFF'S EX.24)

Mr. Strauss: I'd like to offer an objection, the reason for the objection is, under the law, the Ringgold vs. Carvel case, the complainants were not residuary, they were only reversionary, there was a possiblity of David Collison having children. According to Mr. Hillman that isn't law.

Court: Well, after all I've got to have a little something to decide in this case.

Mr. Strauss: I didn't want to argue law, but I just want to enter my objection.

Court: I understand the Ringgold case, well, never mind what I understand.

Mr. Anderson: That's all the questions.

Court: Any of you want to cross-examine Mr. Hillman?

Cross Examination by Mr. Weidemeyer:

1. Mr. Hillman, the deed from Minnie E. Collison and David Collison to Thomas E. Collison was not recorded, is that right?

A. It was not recorded and not to be recorded except in line with the agreement.

2. Was it considered at that time that the Trustee Deed given by you to David Collison or Thomas E. Collison and wife was sufficient to pay it in full and good title of the property?

Mr. Anderson? Objection.

Court: Sustain the Objection.

3. Why was that deed not recorded?

A. Well, according to the terms of the agreement.

Mr. Anderson: I think it speaks for itself.

Court: Oh, I don't know whether it was; go ahead and answer it.

A. According to the terms of the agreement, which didn't mention that deed, good title was to be given, good merchantable title. The deed was given, in fact the two deeds, that have been put in evidence, to be held under an oral escrow arrangement that in the event, in the opinion of the attorney bringing these proceedings that it was not bought properly and a good merchantable title was not given then there would be this re-conveyance back, that's why it was given and it was held in escrow, and in the opinion of this attorney good and merchantable title was given.

Court: Strike that out.

Cross Examination by Mr. Pyles:

1. Mr. Hillman, you handled the equity of the Redemption?

A. With the aid of Judge Melvin on the bench; it was the first proceeding in this Court.

Court: Strike that out too.

2. There came a time when you concluded the proceedings and submitted a decree to Judge Melvin in that case?

A. He wouldn't sign the first one I presented --

Mr. Anderson: Objection.

Court: Sustain the objection.

3. There did come a time when he signed the final decree?

A. Yes.

Mr. Pyles: That's all.

Cross Examination by Mr. Woelfel:

1. Mr. Hillman, the purchase price according to that agreement was to be $3,000.00?

A. Yes.

2. And there was a deposit of $250.00?

A. On August 3rd, 1944 deposit was made to me, made and given to me to hold pending the outcome and was placed in the Trustee Account.

3. Of $250.00?

A. That's right.

4. And that was $200.00 deposit on the property?

A. Yes.

5. And $50.00 on the cost of the title?

A. Against the cost, yes. Against the cost of the title, that wasn't the entire cost, Your Honor.

Court: Never mind about that.

Mr. Hillman: I just want to protect myself, Your Honor.

6. When the transaction was completed, did you present Mr. Collison with this bill for $2779.53, Thomas Collison?

A. You're not referring to a bill you're referring to a settlement statement that I referred to previously as being dated January 8th, 1945.

7. Mr. David Collison paid the $3,000.00 in full for the property?

A. Mr. Thomas Collison paid it.

8. At that time how many acres of land did that contain?

A. I cannot remember, I can't recall.

9. What kind of land was it, was it improved or unimproved?

A. Unimproved.

Mr. Anderson: Objection.

Court: Sustain the objection, that hasn't got anything to do with this case.

10. Did Mr. Thomas Collison give you any instructions as to how to proceed with this case?

A. I didn't know myself without looking at the statute.

Court: Any other questions?

(Mr. Woelfel)

11. This transaction depended on a clearance of title?

Court: Oh, yes, we understand all that, Mr. Woelfel.

Mr. Woelfel: That's all.

Gordon W. Lee, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name and address.

A. Gordon W. Lee, Edgewater, Maryland.

2. Are you familiar with the Collison property in Mayo, with which these proceeding are concerned?

A. Very little.

3. Did you at any time negotiate with Thomas E. Collison the purchase of a lot in that tract in Mayo?

A. Some years ago I bought a piece of ground.

4. How long ago was that?

A. Well, I'd say it was about five or six years, I don't remember the exact date.

5. Was there any improvements on the property at that time?

A. I think Mr. Barnes residence was there.

6. Were there any others?

A. That's all that I know of.

7. Did you consult an attorney concerning the validity of title of this property?

A. I talked to Mr. Townshend.

8. What did he inform you?

Mr. Weelfel: Objection.

Mr. Strauss: Objection.

Court: Sustain the objection.

9. Was it Mr. William W. Townshend you consulted?

A. That's right.

10. After you consulted Mr. Townshend did you go back to Thomas Collison concerning this transaction and demand your money back?

A. I went to Mr. Collison --

Mr. Strauss: Objection

Court: Sustain the objection. I don't think it has a thing to do with this case.

Mr. Anderson: May it please the Court, we think it has.

Court: Mr. Anderson, I'm not interested in Mr. Townshend's opinion.

Mr. Anderson: No, but we're trying to show that it boils down to another point. We're trying to show that Thomas E. Collison knew the conditions.

Court: This is after the foreclosure.

Mr. Woelfel: After the purchase.

Court: This is long after the foreclosure.

Mr. Anderson: Yes, but it was before any buildings were erected.

Court: I know, Mr. Anderson, but if you want to prove fraud on Mr. Collison you've got to prove it before the foreclosure. You can't do that, you can't stack up against me what I did ten years ago, and what I know today.

Mr. Anderson: But, Your Honor, what I'm trying to show is a continuing fraud on Mr. Thomas Collison's part; that is as a presumption that he knew these facts.

Court: No, it doesn't raise any such presumption, if you want to prove that Thomas Collison had any knowledge which shows fraud in 1944 when he instituted this proceeding why go ahead and do it, the door's wide open to you. But you can't prove it by something he said in 1950 unless it goes back to that.

Mr. Anderson: Well, can we make a proffer at this time?

Court: What are you going to proffer?

Mr. Anderson: We propose to show from this witness that he purchased a lot out of this tract before any houses were built on the property, other than the Barnes property, but he bought this lot, he consulted an attorney who advised him to go back

to Mr. Thomas E. Collison and demand his money back; he did; the money was refunded and the deal called off, he got his $1,000.00 deposit -

Court: And that all happened five years after foreclosure?

Mr. Anderson: That happened after the foreclosure.

Court: Wait a minute; when did it happen now?

Mr. Smith: The witness said five or six years ago, Your Honor.

Court: Do you know when it was, Mr. Lee?

Witness: No sir, I don't know.

Court: Well, if it happened five or six years ago, it happened five or six years after foreclosure.

Witness: I didn't state any deposit either, Mr. Anderson said a Thousand Dollars, I never said that.

Mr. Anderson: Well, then I'm wrong.

Mr. Goelfel: That still wouldn't show any fraud.

Mr. Anderson: Thomas E. today holds mortgages on some of this property that he took long after the foreclosure and with respect to the knowledge that he acquired from this one and that one and the other one , he took those mortgages with full knowledge of the situation. We're trying to place it with these other transactions and he contradicts and impeached the Interrogatories and he answered, saying, that he had no knowledge of this and that and the other, and we're trying to show by this witness that he had a direct transaction with him. And we think so far as Thomas E. Collison is concerned, if a man went to him and bought a piece of property --

Court: Well, I don't see where that proves any fraud before foreclosure.

Mr. Anderson: It shows knowledge.

Court: No, it don't at all. It shows knowledge five years after, but if you want to prove it, Thomas Collison knew certain things when he instituted this foreclosure proceeding which would constitute fraud you have a perfect right to do it, but you can't do it by showing that he gave somebody back a deposit five years after.

Mr. Anderson: And the question, of course, is whether it would affect the validity of Thomas E. Collison's mortgages that he now holds on this same property or some of it.

Court: Well, I don't know about that.

Mr. Anderson: That's the purpose of it.

Court: I don't think it's admissable; but you can make a proffer.

Mr. Anderson: We offerred to show by Gordon Waters Lee that over five years ago he purchased a lot out of the property involved in these proceedings, that he paid Thomas E. Collison a deposit, he had the title examined by Mr. William Townshend of Annapolis after which he demanded a return of his deposit from Thomas E. Collison, and that Thomas E. Collison refunded the deposit, and that Mr. Waters Lee told Mr. Thomas E. Collison why he was demanding a refund was because defective title of the property.

R. Tighlman Brice, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. State your name and address, please, and your occupation.

A. R. Tighlman Brice, attorney, Lee Building, Annapolis.

2. Are you familiar with the Collisons and the Collison property involved in these proceedings?

A. No sir, I don't think I am.

3. Shortly after the death of David Collison, let me say, several years ago were you consulted by Mr. Irving Young and his mother, Mrs. Myrtle Young, concerning their rights of certain property located in Mayo, known as this Collison property?

A. Yes sir, I was.

4. Can you establish the approximate date that you were consulted?

Court: Consulted by who?

Mr. Smith: Mr. Irving Young and his mother, Myrtle Young, one of the grandchildren named in the Will.

Court: Irving Young and his mother?

Mr. Smith: And also Ruby Smith?

A. Yes sir, I think I was; that was his sister, is that correct?

Court: Irving Young and who?

Mr. Smith: Myrtle Collison Young and Ruby Smith.

Court: Alright.

5. Do you recall what approximate date this was?

A. No sir, I don't. I think it was, to the best of my recollection, it was not too long after the death of the life tenant mentioned in this Will.

6. How long was this matter in your hands?

Court: What are you going to prove by this man?

Mr. Smith: Your Honor we want to prove that Petitioners did act to assert their rights and recover their interest in the property just as

soon as they thought they had a right to, and we'd like to show by Mr. Brice that they came to him.

Court: He didn't do anything.

Mr. Smith: I understand that he didn't do anything but nevertheless Petitioners came to him and tried to get him to do something.

Court: Well, then you're going to offer his opinion?

Mr. Smith: No sir, all we intend to show --

Court: What's this going to be a battle of opinions?

Mr. Smith: No sir.

Court: Mr. Hillman comes along, in his opinion everything is okey doke; and Mr. Townshend comes along apparently and says that the title isn't any good; now you've put Mr. Brice up and I suppose he's going to -- just what does the State pay me for?

Mr. Smith: The testimony of Mr. Brice, all we want to show by him is that our clients came to him --

Court: Go ahead and answer the question, looks like it might hurt you.

7. How long was this matter in your hands?

A. I don't recall, at that particular time --

Court: All you want to prove is that Mr. Brice isn't as good as you are.

A. I had a very serious illness in the family and I was tremendously back in my office work and I just wasn't able to give the time to all this voluminous research and title work in order to bring this case to trial.

8. Well, could you estimate how long the matter was in your hands?

A. I couldn't say, I think when Mr. Anderson took the case over I probably destroyed all memorandums I had.

Court: Do you think it was shortly after Mr. Collison died?

Witness: Yes sir.

Court: Alright.

W. Irving Young, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Your name is W. Irving Young?

A. That's correct.

2. And what relation are you to David W. Collison?

A. I'm a great-nephew of David W. Collison.

3. What relation are you to Thomas E. Collison?

A. I'd be his cousin.

4. And what relation are you to Myrtle Collison Young?

A. I'm her son.

5. And to Ruby Smith?

A. Her nephew.

6. And did you, together with your mother, or Ruby Smith, have occasion to consult Mr. R. Tighlman Brice, attorney, of Annapolis?

A. I did.

7. In reference to this property involved, in this case?

A. I did, sir.

8. When was that?

A. That's approximately September, 1950.

9. And thereafter, did you, your mother or Mrs. Smith see Mr. Brice or consult with him further?

A. We did, several times thereafter.

10. Over what period of time?

A. I don't recall the exact period, but I would estimate it to be between from six to twelve months thereafter.

11. And then did your mother, and Mrs. Smith engage Mr. Brice?

A. We did, yes.

12. And did there come a time when Mr. Brice resigned from the case?

A. Yes.

13. And then what was done?

A. Then we went to you, first we consulted with some of the members of the family, and we decided to come to you.

14. Now, where did your mother live in 1944?

A. In Annapolis, Maryland.

15. And where did Cliff Dawson live in 1944?

A. In Glen Burnie, Maryland.

Court: Who?

Mr. Anderson: Cliff Dawson.

16. Did you mean Severna Park or Glen Burnie?

A. He was living in Glen Burnie at that time, it was my understanding at the time that he was living there at that, it was my understanding from other members of the family.

Mr. Woelfel: We move to strike that out.

Court: It's a family matter, let it stay in.

17. Where did Raymond Brashears live?

A. I didn't know myself at that time, it's my understanding from members of his family that he lived at Shady Side, Maryland.

18. Where did Dave Brashears live?

A. It's my understanding that he lived in Mayo, Maryland.

19. And Earle Brashears?

A. Also Mayo, Maryland.

20. Where did Elsie Hutchinson live?

A. It's my understanding --

Court: Wait a minute, David Brashears in Mayo, whose the other one?

Mr. Anderson: Elsie Hutchinson.

A. It's my understanding from members of the family that she lived in North Carolina.

21. Where did Annie Jackson live in 1944?

A. It's my understanding that she was living in Baltimore at that time.

Court: Who?

Mr. Anderson: Annie Jackson.

22. And where did Elsie McGuire live?

A. It's my understanding from members of the family that she was living in Pennsylvania at that time.

23. Where did Clara Gibson live?

A. It's my understanding that she lived in Baltimore.

Court: What's her name?

Mr. Anderson: Clara Gibson.

24. Where did Hazel E. Owens live?

A. In Davidsonville, Maryland.

25. Are there any other grandchildren of David W. Collison that I failed to mention, that you know where they resided in 1944?

A. Thomas Dawson lived in Davidsonville also.

26. That's a brother to Cliff?

A. That's right.

27. Any others?

A. Solnoie Petty was still living at that time, although he's dead now, and I understand from members of his family he was living in North Carolina at that time.

Court: What's his name?

Mr. Anderson: Solnoie Petty.

28. Where did Dave Brashears live at the time, in 1944?

A. He lived at Mayo.

29. And where did Thomas E. Collison live at that time?

A. It's my understanding that he was living in Mayo at that time.

Mr. Anderson: Witness with you.

Cross Examination by Mr. Pyles;

1. When did you first consult counsel with respect to your mother's rights in this property?

A. As I just stated in September, 1950, after the death of David W. Collison.

2. Mr. J. D. Hedin's deed is dated February 28th, 1950, it appears then you did not consult counsel until some six or seven months after Mr. Hedin purchased the property?

A. Not until after the death of the life tenant.

3. You did not consult counsel until after Mr. Hedin had

purchased the lots?

A. No.

4. Do you know Mr. J.D.Hedin?

A. No.

5. You've never seen him at all?

A. Never heard of him until I started these proceedings.

6. Before you consulted counsel did you visit this property in the year 1950?

A. No, oh, yes, I beg your pardon. I had seen the property, yes.

7. When did you see it?

A. Oh, I think I may have looked it up right immediately after the death of Mr. Collison.

8. Can you fix that time for us?

A. I would say sometime during the month of August; sometime during the month of August I recall driving down there.

9. August of what year?

A. August, 1950, Mr. Collison died about the first of August.

10. And did you notice any improvements being constructed ont the property at that time?

A. Yes.

11. Did you make any inquiry as to who was constructing?

A. No.

12. And yet at that time you contemplated consulting counsel?

Mr. Woelfel: Objection, he hasn't testified that, he hasn't testified that he discussed it with counsel.

A. Well, an offhand answer, Mr. Brice is the first counsel I ever consulted in regards to that property.

13. And that was when?

A. September, 1950, one month after the death of David Collison.

14. But you never had any communication with Mr. Hedin?

A. I never heard of Mr. Hedin until just recently, until we started these proceedings.

Mr. Pyles: That's all

Cross Examination by Mr. Woelfel:

1. Did you live in Anne Arundel County?

A. Yes, I lived here all my life.

2. And you lived in Annapolis?

A. I have, yes, and Edgewater at the present time.

3. Did you ever visit Mayo?

A. Oh, yes, I've been to Mayo.

4. And you are familiar with this property?

Mr. Anderson: Objection. I didn't go into his familiarities with property.

Mr. Woelfel: He said he didn't know anything about it. I want to show whether he went down to it and whether he saw any improvements.

Mr. Anderson: He didn't say anything about it on the record.

Court: Let him answer the question.

A. I was only vaguely familiar with it, I did not know exactly where it was.

Court: Did you notice the improvements being made in 1950 before you consulted counsel?

Witness: Yes sir.

Court: You noticed some improvements being made in 1950 before, immediately before, just prior to consulting counsel?

Witness: Yes sir.

5. And ycu saw Thomas Collison erecting buildings how long before this on that property?

Mr. Anderson: Objection.

Court: I overrule you, Mr. Anderson.

A. I have seen the buildings down there but I never knew exactly just which ground was, that this 20 acres was. I never determined for my own information just where it was until after the death of Mr. Collison.

6. When did you first learn under the Will you were entitled to some property down there?

A. Well, it seems to me that that has been known in the family, generally, for quite a few years, vaguely for ten or fifteen.

7. How long since you knew it?

A. I couldn't state how long I knew it.

8. Approximately, how long did you know it?

A. Possibly ten or fifteen years in a vague way.

9. And during that fifteen years you never underto.k to find out where the property was?

Court: What are you doing asking that question for? Go ahead.

A. No sir, we didn't, because we didn't feel we had any right as long as David Collison was living. My mother and the other grandchildren and me were not really directly concerned until after the death of Mr. Collison.

10. Therefore you didn't care whether there was a building on it or what else happened to the property?

A. Well, we didn't see how we could do anything about it while he was living, he had control of it.

11. Did you consult a lawyer while he was living to find that out?

A. I didn't myself, no sir.

12. Who did?

Court: All that's going to prove is, I'll get another opinion.

Mr. Woelfel: That's all.

(Mr. Woelfel)

13. Did you speak to David Collison, the life tenant, about this matter?

A. Have I ever spoken to him, no sir, I never have.

14. Did you ever speak to Thomas E. Collison about the property?

A. No sir.

Mr. Woelfel: That's all.

Re-Direct Examination by Mr. Smith:

1. Mr. Young, you say one of the other members of the family consulted a lawyer, which member of the family?

Court: He couldn't possibly know except by hearsay.

Mr. Smith: That's all.

William W. Townshend, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. Townshend, you're an attorney at law?

A. That's right.

2. Were you employed in 1946 by the Annapolis Banking and Trust Company to make an examination of title and search of lots of the Collison property upon which Marshall Barnes and wife sought to obtain a loan and get a mortgage?

A. That's right, sir, I was.

3. Who conducted the actual title examination?

A. Mr. Morris Albert.

4. Did you receive a report from him?

A. I did, an abstract.

5. Do you have the report with you?

A. Yes, I do.

6. Did you discover from an examination of public records the fact that David W. Collison --

Mr. Woelfel: Objection, he didn't examine the title he said, Mr. Albert examined it.

Court: Sustain the objection to it.

7. Did you ascertain from an examination of the public records that the property had been sold at a tax sale in 1938?

A. Yes, I think the record speaks for itself.

Mr. Woelfel: Objection. He asked him, did he find it out.

A. I didn't personally see it, I didn't personally examine it.

8. Wel , did you have knowledge of that from your abstract?

30

Mr. Strauss: Objection.

Court: I sustain the objection.

9. Did you ascertain the fact that in 1944 a tax sale certificate was issued for this property to Minnie Collison and assigned by her to Thomas E. and Etta Mae Collison?

Mr. Strauss: Objection. He's already said it's hearsay.

M Court: Mr. Anderson, I don't think what this man found out has a thing to do with this case. Those things are all matters of record. It's not a question of whether he found out or whether he didn't find out, it hasn't anything to do with this case.

Mr. Anderson: Well, I was just trying to show that he had actual knowledge.

Court: He didn't have it. I don't see where it proves anything where he had actual knowledge. Suppose he did see the tax sale down there, foreclosure proceeding down there.

Mr. Anderson: Of course, the answer is --

Court: The answer is that the proceedings could be void or that they could not be void, or could be voidable bad and could not be bad.

Mr. Anderson: Well, of course, I don't know how I'm going to get it in evidence, but I know that Mr. Townshend reported it questionable and --

Court: Mr. Anderson, I'm not going to make Mr. Townshend divulge what advice he gave his client.

Mr. Anderson: I'm not trying to.

Court: That's just exactly what you're trying to get out of him and I'm not going to admit it.

Mr. Anderson: No, the Court ruled in the Interrogatories.

Court: I ruled in the Interrogatories and I rule

now, that no lawyer has to give out what information he gives his client.

Mr. Anderson: No, but Court rules that he could disclose what he found on public record.

Court: Suppose he did, what difference does it make; it doesn't make a bit of difference whether he found them on public records or not. It's on the public records.

10. Did you make your report to your client of your finding from the public record, court record?

Mr. Strauss: Objection. H

Court: He can answer that yes or no I suppose.

A. I did.

11. You also examined the title for Paul Collison?

A. I did not.

12. Did you prepare his deed?

A. I did.

13. Was the transfer from Barnes to Collison transacted in your office?

A. The deed, as I recall, was prepared in my office and executed in my office, yes, but the deed will also show that it's plainly stamped, "no title examination".

14. Did you examine the title for Gordon Waters Lee?

A. No sir.

Mr. Strauss: Objection. Alright, no objection.

15. Do you recall that transaction?

A. Yes, I do, I was neither employed by Mr. Lee or paid by him for any legal service.

Mr. Anderson: Witness with you.

Marshall Barnes, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. State your name and address, pleas.

A. Marshall Barnes, 912 Poplar Street, Annapolis.

2. When you purchased lots No. 5,6,7, and 8 from the Collison property at Mayo, from Thomas Collison in 1946, did you have a title examination made?

A. No sir.

3. Were you ever informed after you received the property and before you conveyed it to Paul Collison the title to this property was bad?

Mr. Strauss: Objection.

Court: Sustained.

Mr. Smith: Your Honor, I assume the objection to that question is placed on hearsay.

Court: I don't think it makes any difference whether Mr. Barnes was told about that title or not.

Mr. Smith: On the question of hearsay --

Court: It hasn't got a thing to do with this case whether someone told Mr. Barnes the title was bad or not.

Mr. Smith: Well, what I would like to establish is that Mr. Barnes knew the title was questionable and he told some other people, in other words, we're trying to fight what the Respondents alleges laches on our part and we certainly should have the opportunity to show that they had actual knowledge of what was going on in there too. And if they did have actual knowledge, even if they do show --

Court: Where does Mr. Barnes fit in? Is he an owner of a lot?

Mr. Smith: He owned at one time several lots and

conveyed to Paul Collison.

Court: Mr. Barnes is not a part to this case then.

Mr. Smith: I understand that, Your Honor, but if we can show that he had knowledge that the title was bad and he told somebody else who later purchased the property it was bad, certainly the people --

Court: If he told Paul Collison the title was bad you can prove that allright.

Mr. Smith: I can't very well prove that unless I can show that he had knowledge title was bad.

Court: I just don't see where this fits in.

Mr. Smith: Well, as I said under the question of laches it seems to me that there are several ways to defeat that; one, is to show the Respondent had actual knowledge of what was going on at that time and if they did it constitutes a wrong-doing.

Mr. Strauss: We're the only ones that hold a mortgage on Mr. Barnes property. We didn't raise laches, presuming what our defense is, nobody said anything about laches, we're the only ones that have a mortgage on this property, we didn't say anything about laches.

Mr. Smith: We feel that his testimony will have some bearing, not on the Annapolis Banking and Trust Company, but on some of the others.

Court: I don't think what Mr. Barnes says has anything to do with it at this time. I can't try this case on rumors or something he heard.

Mr. Smith: Yes, Your Honor, I understand that, but we have got to be able to show to defeat --

Court: First thing you have got to do is get rid of that pleading.

Mr. Smith: The record speaks so much for itself that there's not a great deal of evidence.

Court: Well, I don't know anything about that, sir. I'm not quite clear about that.

Mr. Smith: Well, we hope to explain that in our argument, but nevertheless, the question of laches has been raised and has been mentioned in the memorandum opinion.

Court: I think laches is very much in the case even though Mr. Strauss says the contrary. He may not want to rely on it but other people do.

Mr. Strauss: I didn't maintain, but I said we didn't raise it in the answer.

Mr. Smith: It seems to me then that we should have the opportunity to show that some of these people had actual knowledge of what was going on.

Court: I don't see how you can prove it by Mr. Barnes.

Mr. Smith: If some of the other Respondents in the case were informed by Mr. Barnes that title to this property was bad then certainly they were put on notice to make some sort of inquiry. They can't just sit down and let everybody in town tell them the/title of the property is no good and then try laches when they're brought in Court.

Court: Well, who do think, claim/was told the title wasn't any good?

Mr. Smith: Well, Paul Collison for one, possibly Mr. Hedin for another, and we'd like to show that one of the Respondents informed him or he was informed through one of the Respondents, title to the property was bad.

Court: It's nothing but a lot of hearsay.

Mr. Smith: I understand that under the technical rules

it would be, we're not trying to show that the title was bad by this evidence, but merely show that the statements were made and therefore compute knowledge to the people who made the statement. As I understand it, the hearsay rule--

Court: I know, but what were these statements, some vague rumor that the title was bad.

Mr. Anderson: Got direct information. May I ask the witness a question?

Court: Yes.

Mr. Anderson: When you acquired the property from Thomas E. Collison, Mr. Barnes, --

Witness: I think it was 1946.

Mr. Anderson: Now, that same time or shortly after did you get a mortgage through the Annapolis Banking and Trust Company?

Witness: I did later, yes.

Mr. Anderson: And that mortgage is still against the property? You sold the property later to Paul E. Collison subject to that mortgage?

Witness: That's right.

Mr. Anderson: And when did you build your house on the property?

Witness: It was in 1946 and 1947.

Mr. Anderson: Did you start the house before you got a deed for the property?

Witness: No sir, I don't think so.

Mr. Anderson: Well, who ~~xxx~~ handled the title work, the paper work?

Court: He said he did not have the title examined when he bought the property.

Mr. Anderson: Who handled the deed and the mortgage part of it?

Witness: Well, I think the Annapolis Banking and Trust Company when I put in for a G.I.loan, they

took it over.

Mr. Anderson: Well, who was the lawyer in the case?

Witness: I think Mr. Hillman was the lawyer.

Mr. Anderson: Where was the settlement made?

Witness: Made in Mr. Hillman's office.

Mr. Anderson: And that was the first mortgage.

Witness: No, that was the second one.

Mr. Anderson: Well, I'm talking about the mortgage, you first gave a mortgage to Thomas E. Collison, isn't that right? That's the mortgage that Mr. Hillman handled, isn't that correct, the land?

Witness: Yes, on the land.

Mr. Anderson: And then in October of 1946 or September of 1946 didn't you then get a mortgage from Annapolis Banking and Trust Company?

Witness: That's right.

Mr. Anderson: Who handled that transaction?

Witness: I think Mr. Hillman.

Mr. Strauss: Mr. Hillman handled the first mortgage and Mr. Townshend the second; Hillman handled the first mortgage for the land.

(Mr. Anderson)

4. While you was constructing your house did Mr. Townshend communicate to you in reference to the title of this property?

A. No sir, I don't think so.

5. Now, were you present at the settlement between yourself and Paul Collison when the property was transferred to him?

A. Yes sir.

6. Was Thomas E. Collison there at the time?

A. I think so, yes sir.

7. And at that time did you live on the property of Mr. John Hedin?

A. Yes, I rented a cottage g from him.

Cross Examination by Mr. Weidemeyer:

1. Mr. Barnes, Paul Collison that you sold the property to is a son of Thomas E. Collison, is he not?

A. Yes sir.

2. And Paul Collison, son of Thomas E. Collison, paid you for the property when you sold it to him?

A. Yes sir.

Cross Examination by Mr. Strauss:

1. What was the sale price of the property to Paul?

A. $11,500.00.

Frances W. Barnes, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Your name, please.

A. Frances W. Barnes.

2. And you're the wife of Marshall Barnes?

A. I am.

3. And in March, 1946 or thereabouts, did you and your husband buy lots 5,6,7, and 8 of the Collison property in Mayo?

A. Yes sir.

4. Who did you deal with in purchasing the property?

A. I think Mr. Hillman was our lawyer when we purchased the property.

5. And then after you purchased the property did you later acquire a mortgage from Annapolis Banking and Trust Company?

A. Yes.

6. And what was the purpose of that mortgage?

A. Well, we got a G.I.loan to build our house.

7. Did you actually start constructing the house before you got the mortgage?

Court: If you don't know, Madam, just say you don't know.

A. No, I don't know.

8. Now, before you placed a mortgage on the property did you have any communication with Mr. Townshend?

A. I don't think so. I remember at the time he was lawyer for the Annapolis Banking and Trust, but I don't think we had any dealings personally with Mr. Townshend.

9. Did he report on the title to you?

A. I don't remember.

10. Were you present at the conveyance of the property from you and your husband to Paul E. Collison?

A. Yes sir.

11. Was Thomas E. Collison there?

A. Yes, he was.

12. Did he make any remarks there at the time to this transaction?

A. The only thing that I can remember was, when it was over, he said, he was glad Paul had bought it.

13. Did he say why?

A. No, I can't remember.

14. Did he make the remark that he was behind this transaction, that he wanted to get the property back from you because it had a restriction against a commercial construction?

Court: Well, that's got nothing to do with this case at all, Mr. Anderson. Suppose he did want to get it back because it had a restriction against a commercial construction.

15. Where were you living at the time you built your house?

A. We were living on the Hedin property.

16. Were any discussions ever had between you and Hedin's regarding the title of the property down there?

Mr. Strauss: Objection.

Court: When?

Mr. Anderson: At the time she was living on the Hedin property.

Court: Sustain the objection.

17. Had Hedin's bought their property at the time you lived there?

A. No sir.

18. Did you ever have occasion to discuss the title to your property?

A. I don't think so.

19. At the time you were living on the Hedin property before he bought from the Collisnn's, was there ever any discussion --

A. No, I don't think so.

20. Did you ever have any discussion with anyone pertaining to the title to your property at the time you were building your house?

Mr. Pyles: Objection.

Court: Mr. Anderson, suppose somebody understood the title wasn't good, what would that amount to?

Mr. Anderson: Well, I'll show you what I'm trying to get at.

Court: I understand what you're trying to get at. I don't think that you can pass notice of a bad title on an irresponsible statement made by people in the neighborhood and that kind of thing.

Mr. Anderson: Well, my understanding is this, this is what I've been trying to get at, that during the time the Barnes were constructing their house, they were anxious to get the house on the property so they could get in it, they went ahead and started the building and before they got it up, and before the loan was put through Mr. Townshend called them on the phone or communicated with them and told them that the title was defective.

Court: Well, she said she didn't know anything about Mr. Townshend.

Mr. Anderson: Well, I think she's been a little confused, it may be the form of the question, but then they were too far advanced to do anything

about it and they had to go ahead.

A. At the time that we built, Your Honor, things were so confused in our life I don't rightly remember anything. I hate to make a statement because I real y don't remember correctly.

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

(Mr. Anderson)

1. Mr. Lee, you are Vice President of the J. F. Johnson Lumber Company, is that right?

A. That's right, sir.

2. And the J. F. Johnson Lumber Company furnished the material going to the Orme property or the Collison property at Mayo?

A. We furnished material that went to the Orme Milk Bar there, I don't know whose property it was. Yes, we furnished material that went in the property there.

3. Well, at that time did Mr. and Mrs. Orme apply to the Johnson Lumber Company for financing on that property?

Mr. Weidemeyer: Objection. That was so long after this foreclosure suit.

Court: That was after Orme bought the property?

Mr. Anderson: After he bought the property, but before he built on it.

Court: Let him answer.

Mr. Anderson: Does the Court want me to show what I'm trying to prove, I'll do it.

Court: Well, what do you expect to prove?

Mr. Anderson: Well, I expect to show that Mr. Orme applied to the Johnson Lumber Company for financing in this building that was to be constructed on the Collison property that he bought, that Mr. Lee had me ex-

amine the property, it was turned down and Mr. Orme then got a loan on his Woodland Beach property from the Johnson Lumber Company which was considered and the Johnson Lumber Company helped to furnishe the material down to the Collison property; to show Mr. Orme before he built this building that the title was bad, they wouldn't finance it and he had some knowledge of it.

Court: Let him answer it.

A. I beg your pardon, sir, what was that question?

4 I asked you whether you know, whether you furnished the material on the building that was on the Orme property at Mayo?

A. Yes.

5. And that Mr. and Mrs. Orme applied to the Johnson Lumber Company for a mortgage on that property?

A. Yes.

6. Did you grant it?

A. No.

7. Why, did you have any conversation with Mr. Orme pertaining to it?

A. Yes.

8. What was that conversation?

A. I told Mr. and Mrs. Orme that we couldn't take a mortgage on that property after you informed my Company that the deed was a tax sale property, and you wouldn't pass it.

9. Then what did he ask you to do?

A. I told Mr. and Mrs. Orme that the J. F. Johnson Lumber Co. would loan them money on their Woodland Beach property and furnish the material for their Milk Bar on their property at Mayo, but in all of my knowledge I didn't know who was the original owner of the property, who Mr. Orme bought the property from.

10. But you did take a mortgage on the Woodland Beach property?

A. We took a mortgage on the Woodland Beach property.

11. And you furnished material to the Mayo property?

A. We furnished material for the construction of Mr. Orme's Milk Bar on the Mayo property.

12. You have the date of that mortgage with you?

A. I do.

13. What is the date?

A. Mortgage, November 16th, 1949.

Mr. Anderson: Witness with you.

(Mr. Strauss - Cross Examination)

1. Mr. Lee, the only opinion you got of this title was Mr. Anderson's?

A. That is correct, sir.

Mildred Mae Parks, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Your name is, Mildred Mae Parks?

A. That's right.

2. Where do you live?

A. Mayo, Maryland.

3. How long have you lived in Mayo?

A. For the past fifteen years.

4. You run a store there, I believe?

A. That's right.

5. And what relation are you to Thomas E. Collison?

A. Cousin.

6. And Dave Collison?

A. Neice.

7: And did you ever see Mr. Orme in your store around the time he purchased the property from Mr. Thomas E. Collison?

A. Yes, I did.

8. What did you tell him?

A. Now, this is --

9. Excuse me a minute, was that before he built on it?

A. Yes, well he happened to come in my store one morning, after he had purchased the property from Mr. Collison, and told me that he would soon be a neighbor and I said, "well, what do you mean", and he said, "I'm going to have a Milk Bar right up the road from you", and I said, "Mr. Orme, aren't you afraid to take a chance on that piece of property, someday it will right itself and I'm afraid you're doing the wrong thing", and he laughed and he said, 'well, I'm not the least bit worried about it.

10. Did you ever see Mrs. Barnes?

A. Well, Mrs. Barnes came into my store one time right after she had built her home and she cried to me that she was so sorry that she ever built because she could not get a clear title to the piece of ground that she had built her home on, and I said, 'well it's too late to try to cry to me now, if you had come to me before you built I could have helped you.

Mr. Anderson: Witness with you.

(Cross Examination by Mr. Woelfel)

1. How close to you to where she built her home?

A. About a quarter of a mile.

2. And you passed it every day?

A. Yes.

3. And you saw her building the property?

A. Who, Mrs. Orme?

4. Yes.

A. Well, of course, I happen to be a business woman, I don't happen to go up the road every five minutes, whenever I have an occasion why I would see the building coming along.

5. Did you ever tell Mrs. Orme, I may have an interest in that property, stop building?

A. I told Mr. Orme before he ever put a nail in it.

6. Did you ever tell Mrs. Orme?

A. Mrs. Orme, well, I don't know; Mr. Orme happened to come into my place of business and was talking to me about it and his wife was not with him.

7. You told him?

A. I told Mr. Orme and he laughed at it, he said, 'I'm not a bit worried about it.'

8. Did you tell anyone else that you saw building on that property not to build that you may have an interest in it?

A. Did I what?

9. Did you tell anyone else besides Orme?

A. Well, I didn't have any occasion to talk to anyone else.

10. Well, aren't you related to Thomas E. Collison?

A. Yes, I am. Yes, I went over to see Mr. Collison.

11. You saw him put his store up there on the property in 1945 when he bought the property?

A. Yes, I did.

12. And you have a store within a quarter of a mile of his?

A. That's right.

13. And you never stopped to tell your cousin that he shouldn't build that store there, that someday you may have an interest in it?

A. I'm not interested in competitors.

14. You weren't interested in telling him the condition of the title of the property?

A. No, I wasn't.

(Cross Examination by Mr. Weidemeyer)

1. Mrs. Parks, --

Court: Are you one of the plaintiffs in this case?

Witness: Yes sir.

2. Mrs. Parks, what led you to tell Mrs. Barnes that her title wasn't good, and what led you to tell Mr. Orme that his title wasn't good, and what led you to question the title of Thomas E. Collison the store building that he built?

A. After Mr. Collison bought the piece of property from my uncle.

3. Well, did you know that he had bought it from your uncle?

A. I did not know it, no.

4. When did you find that out?

A. Well, just a short time afterwards, then I had a copy of my grandfather's Will, and I found that the whole thing was wrong it should not have been sold, that the whole thing was fraud.

Mr. Woelfel: We move to strike that "whole thing was fraud."

Court: Yes, strike it out.

5. You say shortly after Thomas E. Collison bought the property?

A. I never gave it any thought to do anything until after my uncle died, because after all he was in charge of this piece of property.

6. Well, now, before your uncle David died you knew about your grandfather's Will and the terms of it

A. Yes, but I trusted my uncle that he would do the right thing.

7. Didn't you question him at all as to how he was allowing Thomas to build on this property?

A. What was the use?

8. Well, now, you knew that Thomas E. Collison was building a store on part of that 20 acres?

A. That's right.

9. And that was back in 1945, wasn't it?

A. Maybe so, I don't know.

10. Well, now, did you go to a lawyer in 1945?

A. I think I spoke to a lawyer about it.

11. Did you tell Mr. Dave Brashears and somebody else?

A. No, I never talked with them much about it.

12. Did you talk to any of your other cousins about it?

A. No.

13. Did any of them talk to you about it?

A. In the past four or five years we've talked it over, yes, after my uncle died.

14. But you never questioned your uncle David as to how this all happened, did you?

A. Well, no, I didn't. I didn't have a lot to say to my uncle David.

15. Was your uncle David still alive when Orme bought the property?

A. How long has Orme had the property?

16. Four or five years.

A. Yes, Uncle Dave was still living.

17. Well, now, you mentioned to Mr. Orme that you didn't think that he had good title, didn't you?

A. That's right.

18. But did you ask your uncle David how Mr. Orme --

A. I never talked to him about it.

19. Well, you didn't approve of it?

A. I certainly didn't.

20. Did you know who else might have had an interest in that property besides yourself?

A. Well, I think most all the heirs had an interest in it.

21. Well, didn't you talk to any of them and tell them that the property was getting taken away from them?

A. Yes, we talked it over several times.

22. I mean right after you first found it out.

A. Well, after my uncle died we decided then it was time to do something about it.

23. But before he died you and your cousins decided not to do anything, is that right?

A. Oh, we had it in mind, yes.

24. You had it in mind, but decided not to do anything until after his death? Do you know whether any of your other cousins spoke to your uncle David and asked questions?

A. I'm sure they have.

25. Before he died?

A. That's right.

26. Do you know what your uncle David told them as to how Thomas had gotten title to the property?

Court: What's that?

Mr. Weidemeyer: I asked if any of the cousins found out from David how Thomas had gotten title to the property?

Court: Couldn't very well know that, it would be hearsay, wouldn't it?

Mr. Weidemeyer: I'll strike the question.

27. Did you know before your uncle David died that Thomas claimed to be the owner of the property?

A. Well, I often wonder how he could be the owner of it.

28. I know, but did you know that he claimed to be the owner?

A. After he bought it, yes.

29. Right after he bought it?

A. I heard about it, yes.

(Mr. Woelfel)Cross-Examination

1. Mrs. Parks, do you think this property was tax exempt?

Mr. Anderson: Objection.

Court: Why?

Mr. Anderson: I don't know what he means.

2. That nobody had to pay taxes on this property?

Court: Mr. Woelfel: That don't get us anywhere.

Court: As I understand it, you knew that Thomas claimed to be the owner of the property as far back as 1945, is that wight?

Witness: Yes.

Mr. Woelfel: That's all.

Cross Examination by Mr. Strauss:

1. Mrs. Parks, you say you had in mind doing something about it, in the meantime these people were putting all the improvements on; when did you first have it in mind doing something about this property?

A. After my uncle died.

2. And you didn't have in mind to do anything about it while these people were putting improvements on the property, Collison's store and Hedin property? What did you have in mind while they were going up?

A. Well, I had in mind while they were going up, they were just taking a chance.

3. And you didn't go to them and tell them to stop?

A. I told two.

4. Which two?

A. Mrs. Barnes and Mrs. Crme.

5. I thought you testified Mrs. Barnes came to you after she built the house?

A. I told Mrs. Barnes that she came to me too late, that if she had come to me before I may have helped her.

6. And you knew she was building the house before?

A. I didn't know it until after she started to build, that's when she came to me.

7. She came to you after she started to build?

A. That's right.

8. And you told her to stop?

A. I have no right to tell her to stop, that was entirely up to her.

9. Did you ever tell Mr. Hedin?

A. I don't know Mr. Hedin.

10. Did you tell Mr. Collison to stop building the store?

A. No, I didn't.

xx. Re-Direct Examination by Mr. Smith:

1. Mrs. Parks, were you ever told that you couldn't do anything about this property until after Dave Collison died?

A. Yes.

Court: Mr. Smith, what difference does it make whether she was told or not.

Mr. Smith: Well, Your Honor, these other attorneys

Court: I know, but just because they say something doesn't make any reason why you

should have to say something.

Mr. Anderson: I'd like to offer in evidence the applications for building permits pertaining to the property on question of laches.

Court: All right.

Mr. Anderson: Do you gentlemen have any objections to these?

Court: I don't know how they prove anything, all they prove is when they started to build the house.

No objections.

Mr. Anderson: I offer in evidence permit No.1655 signed by Thomas E. Collison, dated July 10th, 1950.

(PERMIT MARKED PLAINTIFF'S EX. 28)

Mr. Anderson: And also Notice of Assessment No. 5634 addressed to Thomas E. Collison, that's dated June 9th, 1950.

Court: What's that prove?

Mr. Anderson: It shows when the building was assessed on the property.

Court: All right. I just don't quite follow you.

(NOTICE OF ASSESSMENT MARKED PLAINTIFF's EX. 27)

Mr. Anderson: I offer in evidence application No. 3208, dated September the 7th, 1949 from Harry Orme, signed by Thomas E. Collison.

(APPLICATION MARKED PLAINTIFF'S EX. 26)

Mr. Anderson: I offer in evidence application for permit No.636, dated April 4th, 1949, from J. D. Hedin, signed J. D. Hedin.

(APPLICATION MARKED PLAINTIFF'S EX.25)

Mr. Anderson: I offer in evidence application for permit No.1017, dated March 10, 1950, from J. W. Kenner, signed J. D. Hedin

(APPLICATION PERMIT NO.1017 MARKED PLAINTIFF'S EXHIBIT 29)

Mr. Anderson: On No.636 I said, "April 4th, 1949 and the stamp down below is April 4th, 1950. Correction for the record.

~~Mr. Anderson: That is a mistake~~

B. Raymond Brashears, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Your name is B. Raymond Brashears?

A. That's right.

2. Where do you live?

A. Shady Side, Anne Arundel County.

3. How long have you lived there?

A. 16 years.

4. How far is that from the property at Mayo?

A. 12 miles.

5. And you are familiar with the property which is the subject of this suit?

A. Yes sir.

6. And you have been for how many years?

A. All my life.

7/ And what relation was Dave W. Brashears to you?

A. Brother.

8. And what relation is Thomas Edward?

A. Cousin.

9. I think I said Dave Brashears; I meant Dave W. Collison.

A. Well, I'm his nephew.

10. You're a nephew of Dave W. Collison?

A. Yes.

11. And what relation are you to Thomas Edward Collison?

A. Cousin.

12. And do you know where Thomas Edward Collison lives?

A. Yes.

13. Where?

A. Well, he lives at, they use to call it Hope Chapel at Muddy Creek Road.

14. How far is that from the property involved in this case?

A. Three miles.

15. And were you ever interested in purchasing the property which is the subject of this suit from Dave W. Collison?

A. Yes sir, on two occasions.

16. And why didn't you purchase it?

Mr. Woelfel: Objection. Haven't given the time or anything else.

Mr. Anderson: Well, I'll ask him when.

17. When was that?

A. 35 years ago, the first time; and in 1944 the second time.

18. And why didn't you purchase it?

A. The first time?

19. Yes.

A. I happen to own a piece of property adjoining that and I wanted more land and I asked uncle Dave if he would sell it to me, he said, 'Raymond --

Mr. Woelfel: Object to the conversation with Dave.

Court: I don't think it's objectionable for that reason. I don't know whether anyone here can be charged up with what David Collison said.

Mr. Anderson: Well, maybe not, we'd better leave that part of it out. I didn't ask him what he said; I asked him was he interested in purchasing the property from Dave.

20. Was that right?

A. Yes.

21. And did you consult an attorney about it?

A. On the second occasion I did, the same year that Eddy bought it.

22. And after consulting the attorney what did you decide?

A. He told me I couldn't get a clear title to it.

23. Well, did you talk to Thomas Edward Collison, the present defendant in this case about that?

A. Yes, at that time.

Mr. Woelfel: Objection. Prior or subsequent to the purchase?

Witness: Before.

Mr. Anderson: It was before he bought it, that was when he was interested in it.

Witness: Yes sir, it was before Eddy bought it.

24. And what was the subject of that conversation?

A. Well, after I went to this lawyer and he advised me not to buy it, he told me I could not get a clear title, he says, "lay off", I laid off and didn't buy it.

25. No, I mean what was your conversation with Thomas Edward Collison?

A. Well, I told him that Uncle Dave had been trying to sell it to me and I had consulted a lawyer and he told me not to buy it. And a few days later, I understand, that Uncle Dave was back to Eddy to buy it after he found out that I wouldn't, see, Uncle Dave was out to sell it somebody, he didn't care who.

26. Well, did you give Thomas E. any warning?

A. I did.

Mr. Woelfel: Objection.

Court: Ask him what he said to Thomas E. and what Thomas E. said to you.

27. What did Thomas Edward say to you?

Court: First, what did you say to him?

28. You told him that Uncle Dave had tried to sell it to you, is that right?

Witness: Yes sir.

Court: Now, keep on.

A. Uncle Dave tried to sell it to me and I wouldn't buy it.

because the lawyer advised me not to buy it, and I said, "now, if you go ahead with it you're going to be foolish", and I never said anymore to him, I kept on dealing there, I use to park my car at his place all the time and I use to buy my groceries from him, I seen Eddy every day.

28. How old are you, Mr. Brashears?

A. I don't mind telling you, I'm 61.

Mr. Anderson: Witness with you.

(Cross Examination by Mr. Weidemeyer)

1. Mr. Collison, or Mr. Brashears, after Mr. Thomas E. Collison bought the property, did you find out that he had bought it from your Uncle Dave?

A. I don't know who told me he had bought it, but it was rumored around that he had bought it and I didn't question anybody about it.

2. Did you get by the property to see if after that?

A. Yes, I passed by it two or three times a week, I guess.

3. Well, now, the second time you talked to your Uncle Dave about it, did you have any idea that you might be interested or have an interest in that property?

A. Yes.

4. Well, how did you figure that you would come in for an interest in that property?

A. Because I was one of the heirs to that property when he died.

5. You mean you would come in under Nicholas G. Collison?

A. Yes, that's right provided he didn't have any children.

6. And you knew Dave didn't have any children?

A. At that time he didn't.

7. Did you expect him to have any?

Mr. Anderson: Objection.

8. 1944?

A. I'm talking about 1944.

9. In 1944 he didn't have any children then?

A. No.

10. And you knew your Grandfather's Will provided that if he

didn't have any children you might come in on it.

A. I would come in on it.

11. Well, now, did you notice the buildings being put up on it?

A. Yes sir.

12. Well, now after these buildings got put up, did you go to any of these people to tell them that you had an interest in it under the Nicholas G. Collison Will?

A. No sir, that was none of my business.

13. Well, did you go to Court to enjoin any of them from building on the property that you would have an interest in?

A. To enjoin them from building? We couldn't stop them.

14. Well, did you go to a lawyer and see whether you could stop them or not?

A. Well, my own people went to a lawyer and I was with them a hundred per cent.

15. That was in 1944 or 1945?

A. Well, whenever they started to build, I don't know when it was, right after Uncle Dave died.

16. He died in 1950, didn't he?

A. Yes, 1950.

17. Well, now, they all knew between 1944 and 1950 when your Uncle Dave died that Thomas or Eddy had claimed that he had bought and owned it?

Mr. Anderson: Objection.

A. They all knew.

18. Which one of the family knew that Eddy had bought the property and made a deal on it?

A. Everybody knew.

19. You mean all the members of the family?

A. All the members.

20. Well, did they talk it over?

A. Sure, it was a conversation among all of us.

21. Well, did they object among themselves?

A. All objected.

22. Well, did they go to your Uncle Dave and ask him how he

come to make the deal?

A. No, Uncle Dave had made the deal, there was nothing he could do about it then.

23. Well, did they ask him how he got around it?

A. Do you want me to tell you what Uncle Dave told me, how he got around it?

24. Yes.

Mr. Woelfel: No, I'm not going to let him testify what a dead man said.

Court: I'm not going to let him testify to what a dead man said, Mr. Woelfel, but I can't see how you can hold anybody in this case for what he said.

25. You don't meed to tell me what Mr. Dave told you, the words that he told you, but about when was it that you found out how he had made the deal?

A The same year he sold it.

26. And, you, then told the others just what was going on?

A. Well, it was a conversation among us all the time, nothing we could do about it.

27. None of you tried to do anything about it, did you?

A. What could we do, we knew we couldn't do nothing until Uncle Dave died and that's when something was done about it.

28.W Well, you knew that it had been sold for taxes, didn't you?

A. Oh, yes.

29. And did you know that Eddy had filed some kind of suit to get title cleared on it, after the property was sold for taxes?

A. You mean Thomas E. Collison filed a suit for what?

30. To foreclose on it, and clear the title after it had been sold for taxes?

A. No.

31. Well, now, when you knew it had been sold for taxes, did any of them come forward to pay the taxes?

A. We had no right to, he was suppose to pay taxes on it as

long as he lived.

32. Well, now, if he didn't pay the taxes, it was sold for taxes, you all knew that you'd lose out on it, didn't you?

A. I don't see how we could lose out on that when Uncle Dave was worth a thousand times more than those taxes amounted to, he didn't have to sell that place to pay the taxes.

33. Well, suppose that he didn't pay it, you knew that he hadn't paid?

A. I didn't know nothing about it, that was his business.

Court: You must have known that the property was sold for taxes, didn't you?

Witness: They tell me it was sold for taxes, I didn't see it in the paper.

Court: You didn't see it in any of the papers?

Witness: No sir.

Court: Did you see anything in the papers about tax sale at all?

Witness: No sir, I knew nothing about it until it was all over.

34. When was it that those rumors, about it being sold for taxes, was that around 1944 or 1945?

A. I couldn't tell you, I wouldn't like to say, because I don't want to lie, I want to tell the truth, and I don't know.

35. Well, the original tax sale was in 1939, it wouldn't have been way back in there when it was rumored around, was it?

A. No, it was sometime before Uncle Dave died.

36. A couple of years, two or three years?

A. Yes.

37. Did you know whether any of them took any steps to investigate and see just what happened in the tax sale?

A. I don't think there was anyone in the family knew about it until it was all over.

38. I know, but after the tax sale was all over and before your

Uncle David died, when they did find out or hear rumors about it, do you know whether any of them investigated it again?

A. Well, I don't know whether they did or not, but it seems as though he let his wife, Aunt Minnie we called her, she bought it in at a very small figure and it wasn't out of the family. I imagine if some stranger had come in and got it we would have kicked up.

39. What I'm trying to find out, Mr. Brashears, is when you first learned about how your Aunt Minnie had bought it in that way?

A. Well, it was rumored around, and that's all I know, I didn't read it in the papers and I took the County papers too.

40 Was that before your Uncle Dave died that it was rumored around?

A. Yes.

41. A couple years before he didd?

A. Sometime before he died, quite sometime.

42. Do you think it was ten years ago?

A. Well, I wouldn't like to say it was ten years ago, but it was several years before he died.

43. Did you ever talk to your Aunt Minnie about what interest she had when she bought it in?

A. No, she wasn't in too good a condition for anyone to talk with her.

(Cross Examination by Mr. Woelfel)

1. Where were you when you had this conversation with Mr. Collison, Edward Collison?

A. In his store.

Mr. Woelfel: That's all.

(Mr. Woelfel)

2. And that was prior to the purchase?

A. Yes.

3. Which store?

A. The one he owns right now, Muddy Creek and Mayo.

4. And you never discussed it after he bought it?

A. No sir.

Court: Was this store on this property?

Witness: No, not the store I'm referring to now.

Court: The one you're referring to is not on this property?

Witness: No sir, not on this property. That's a new store on this property, that's the first thing that was put up there.

(Cross Examination by Mr. Strauss)

1. When was the new store put on the property?

A. What year?

2. Yes.

A. I couldn't tell you.

3. Was it around 1945 or 1946?

A. Right after he bought it.

4. That was several years before the person died

A. Yes.

5. And you saw him build the store on there, didn't you?

A. Yes, I guess I did, sure, I did.

6. Was that after you knew that this Minnie Collison had bought it?

A. Yes.

7. Did you talk to him after he built the store?

A. No, I didn't talk to him after he build the store, I didn't say anymore to him after he got the property in his hands.

8. Now, what other improvements did you see built on this property before this person died that gave you the right?

A. Well, I seen a lot of buildings going up but I didn't know who they belonged to, it wasn't any of my business.

9. Did you take any trouble to find out?

A. No sir, it was none of my business.

10. And they all went up after Mrs. Minnie Collison bought this property?

A. Yes sir.

11. And at the time Mrs. Minnie Collison bought this property you knew you had an interest in this Will, didn't you?

A. Yes sir, I didn't have any right to question anybody on private property.

Mr. Anderson: That's the plaintiff's case.

Mr. Pyles: On behalf of Mr. and Mrs. Hedin we would like to make a motion to dismiss the Petition on behalf of J. D. Hedin Emma J. Hedin, his wife, on the grounds that there's not been sufficient evidence on which the Court can base a decree against --

Court: Well, you know this is an Equity case and you know we have to prove the case first. I overrule you, if you want to close the case it's your perrogative.

Mr. Woelfel: Your Honor, what part are we suppose to try, the decree part?

Court: The only thing I'm interested in, I said repeatedly, at this time, is whether this decree is to be stricken out.

Frances W. Barnes, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. Were you in Court when Mrs. Parks testified?

A. Yes sir.

2. I believe there was some testimony that you came crying to her and made some remark about property?

A. That's right.

3. Do you know Mrs. Parks?

A. I know her when I see her, otherwise she's a complete stranger to me.

4. Did any such act take place?

A. I did not, I shed my tears in private.

5. You never knew her or talked to her?

A. I went in her store at one time that was after our house was completed and we were living in it, and she asked me very personal questions and I tried to get out as quickly as I could, and they're the only words we have ever spoken to eacho other.

6. Nothing to do about the title of the property?

A. I remember she did ask me something about the property, I don't know just what.

7. Did you ever cry on her shoulder?

A. I did not, no sir.

(Cross Examination by Mr. Anderson)

1. What did she ask you about the property?

A. I don't know that she asked, I think she stated that we had defective property.

2. Didn't you tell me that too?

A. Sir.

3. Didn't you also tell me that, that you found it out?

A. I don't think so.

4. Didn't you tell me that in your living room?

A. I think I told you that there may have been --

Court: What difference does it make whether she found it out or not. I guess everybody down that section knows there's some question about it now.

Mr. Anderson: I think there was at that time, but the thing of it is they don't want to bring it out.

Court: I know, Mr. Anderson, but just because some irresponsible people say a title is no good, why, that don't make it no good.

Mr. Anderson: Well, they weren't irresponsible exactly.

Court: Well, it wouldn't make any difference even if the lawyers said it.

Mr. Smith: Your Honor, seems to me we haven't gotten the point across that we're trying to show. It isn't a case of the people saying the title isn't any good, what we're trying to show, merely, is that these people and all of them down there had knowledge that there was a defective title to that property and that the people who had subsequently bought and built on the property had knowledge too and cannot come in now and cry --

Court: They all knew it was a tax sale, but none of them knew why the tax sale was bad or the foreclosure proceeding was bad, if it is bad. And I rather think that some lawyers around here don't know why it's bad.

Mr. Smith: I'll go along with that.

Mr. Strauss: We have no further evidence with regard to the phase of opening up the decree, Your Honor.

Mr. Stein: We have no testimohy.

Mr. Weidemeyer: The defendant, Orme, has no testimony.

Mr. Pyles: No testimony.

-- -------

Thomas E. Collison, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. Court: Now, I want you to ask him two things, what lots he sold and what lots he stores on and what lots he's still got.

1. State your name.

A. Thomas E. Collison.

2. Mr. Collison, what acreage was there in the property you purchased, how many acres were in this property you purchased?

A I think it was 19 and some tenths.

3. And did you divide it into lots?

A. Yes, this portion.

4. And how many lots have you sold?

A. Well, I didn't sell it by lots, I sold it in three sections. I have no chart to go by, but beginning with four lots, then I sold the remainder all but the last part.

Court: What does he mean by that?

5. Beginning there at the right, what's the number of the lots?

Court: Which plat? You take the plat.

A. I sold 5,6, and 7 all around to, clean on around to 25.

Court: Wait a minute now, who did you sell them to?

A. Well, I only made three sales; one to Mr. Orme, one to Mr. Hedin, and one to Mr. Barnes.

Court: Where did you build your store?

A. Right across from that, on the opposite side of the road.

Court: On what lot?

A. No lots, just on a corner.

Court: All right, let me see the plat.

Mr. Anderson: It's indicated on the plat.

Court: It is, all right, never mind. That's Lot A.

6. You sold everything on one side of the road?

A. Yes, everything on one side of the road but five lots.

Court: Wait a minute now, that's on the south side of the road?

Witness: North side of the road.

Court: Which ones have you sold on the North side of the road?

Witness: Mr. Hedin has a store over there on the North side.

Court: Well, you sold that?

Witness: I know.

Court: I want to know what you haven't sold on the North side?

Witness: Well, it's 1,2,3,and 4 and the last lot up.

Court: Let me see that plat.

Witness: I think it's 26, isn't it.

Court: On the other end, you mean?

Witness: Yes sir.

Court: Yes, it would be 26. You sold everything on that side of the road except 1,2,3,4 and 26, is that right?

Witness: Yes.

Court: And on the other side of the road you sold some to Barnes, some to Crme and that shows in the record, is that right?

Witness: Yes, and Hedin.

Court: All right.

Court: He's got his store on the same side of the road that you're on, is that right?

Witness: No, they're all on the other side of the road.

Mr. Pyles: Their lot numbers are, Hedin's purchase covers lots Nos. 9 through 16.

Court: Oh, I see. I got it now. Al right.

Mr. Anderson: I platted it altogether and if no one has any objections it might be well to have it altogether.

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IN THE
CIRCUIT COURT FOR ANNE ARUNDEL
COUNTY
NO. 8794 EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,
PLAINTIFFS

VS.

DAVID W. COLLISON, et al,
DEFENDANTS

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

B. RAYMOND BRASHEARS, et al,
PETITIONERS

VS.

MINNIE E. COLLISON, et al
RESPONDENTS

TESTIMONY IN OPEN COURT BEFORE

HONORABLE JAMES CLARK,

ASSOCIATE JUDGE

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 28 Dec., 1954.

THE BARRETT PRINTING COMPANY

THOMAS EDWARD COLLISON, et al	:	
PLAINTIFFS	:	IN THE
VS.	:	CIRCUIT COURT
DAVID W. COLLISON, et al	:	
DEFENDANTS	:	FOR
B. RAYMOND BRASHEARS, ET al	:	ANNE ARUNDEL COUNTY
PETITIONERS	:	
VS.	:	NO. 8794 EQUITY
MINNIE E. COLLISON, et al	:	
RESPONDENTS	:	

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

DEMURRER TO BILL OF COMPLAINT

The Intervening Petitioners, B. Raymond Brashears, et al, by their Attorneys, Marvin I. Anderson and Malcolm B. Smith, now being considered Parties Defendant in this cause, and each and every paragraph there of demur to the Bill of Complaint for Foreclosure filed herein, and for grounds of demurrer state that the same is bad in substance and insufficient in law for the reasons that:

1. The Bill of Complaint shows upon its face a misjoinder as well as a nonjoinder of Parties Defendant, by reason of a decision of the Court of Appeals rendered herein on June 9, 1955 declaring that the Decree of Foreclosure passed herein on December 28, 1944 should be reopened as to all parties shown to be the owners of the property in question as disclosed by a search of the Land Records, the records of the Register of Wills, and the records of the Court of Law or Equity of Anne Arundel County; said Opinion having been clarified and modified on June 21, 1955 by striking a portion of the last paragraph thereof.

2. That the records of this Court in Case No. 10,811 Equity disclose all parties having any interest in this property at the date of the filing of the Bill of Complaint in said case.

3. That the Tax Sale Certificate filed herein, and hereby sought to be foreclosed, was issued more than two years prior to the time when these

Defendants were made parties to these proceedings, and no proceeding can now be legally instituted against them to foreclose their equities.

4. And for other good and sufficient reasons to be disclosed at the hearing hereof.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Intervening Defendants

I hereby certify that I mailed a copy of the aforegoing Demurrer to Noah A. Hillman, Esquire, Maryland Hotel Building, Annapolis, Maryland, Attorney for Plaintiffs, George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland, C. Maurice Weidemeyer, Esquire, 236 Main Street, Annapolis, Maryland, Wilmer D. Pyles, Esquire, Upper Marlboro, Maryland, O. Bowie Duckett, 88 State Circle, Annapolis, Maryland, and William W. Townhend, Jr., Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, Attorneys for Defendants and Respondents, this 23rd day of June, 1955.

Attorney for Intervening Defendants

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

I HEREBY CERTIFY that, on this 23rd day of June 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, attorney for Intervening Defendants in the above entitled cause, and made oath in due form of law that the demurrer filed by them therein was not intended for delay.

WITNESS my hand and Notarial Seal

Notary public

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IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 8794 EQUITY

THOMAS EDWARD COLLISON, et al
PLAINTIFFS
VS.
DAVID W. COLLISON, et al
DEFENDANTS
B. RAYMOND BRASHEARS, et al
PETITIONERS
VS.
MINNIE E. COLLISON, et al
RESPONDENTS

DEMURRER TO BILL OF COMPLAINT

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED 23 June, 1955.

THE BARRETT PRINTING COMPANY

LIBER 112 PAGE 339

MANDATE

Court of Appeals of Maryland

No. 136, OCTOBER TERM, 19 54

B. Raymond Brashears, et al vs. Minnie E. Collison, et al - - - - - - - Thomas E. Collison, et ux vs. David W. Collison, et al CROSS APPEALS	2 appeals in one record from the Circuit Court for Anne Arundel Co. Filed: Jan. 11, 1955 June 9, 1955, Decree affirmed in part and reversed in part and case remanded for further proceedings, costs to be paid by Thomas E. Collison and Etta Mae Collison. Opinion filed. Op. Collins, J. June 14, 1955, Appellants' Petition for Clarification filed. June 21, 1955, Petition granted and opinion amended in part.

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

Clerk's Cost	$	10.00		
2 Briefs	$	474.92 - Brashears 162.74 - Collison		
2 Appearance Fees . .	$	20.00		
Reply Brief	$	77.46 - Brashears	$745.12	

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

4 Briefs	$	110.00 - Hedin 36.94 - Nat.Bank 85.10 - Orme 110.87 - Brashears-		
3 Appearance Fees. .	$	30.00	372.91.	$1118.03

STATE OF MARYLAND, Sct:

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

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this ninth *day of* July *A. D. 19* 55

Clerk of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

LIBER 112 PAGE 340

THE COURT OF APPEALS OF MARYLAND

NO. 136

OCTOBER TERM, 1954

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

B. RAYMOND BRASHEARS, ET AL

VS.

MINNIE E. COLLISON, ET AL

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

Brune, C. J.
Delaplaine, J.
Collins, J.
Henderson, J.
Hammond, J.

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

Opinion by Collins, J.

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

Filed: June 9, 1955

This is an appeal from a decree denying the reopening of a decree of foreclosure of property sold at tax sale as to some interested parties, and reopening and declaring null and void the decree of foreclosure as to other parties.

The facts of the case are substantially as follows. Nicholas C. Collison died testate in Anne Arundel County on or about May 30, 1908, seized and possessed, among other things, of certain real estate including a tract of land containing approximately twenty acres in Anne Arundel County. By his last will and testament, dated February 26, 1907, he devised this twenty acre tract of land to his son, David W. Collison, "for and during his, the said David W's life and at his death to go to his children lawfully begotten share and share alike the Child or Children of any deceased child of said David's to take the parents share." After a number of other devises and bequests, he devised and bequeathed all the rest and residue of his estate "to be divided equally share and share alike among those of my grandchildren, only, who are heretofore named in this Will, said shares to be paid or deposited in the manner prescribed in the specific bequests and devises to them severally made." This will was admitted to probate on June 9, 1908, and David W. Collison qualified as executor. He paid the taxes on the land through the year 1936 but failed to pay the taxes thereon for the years 1937 and 1938. The Treasurer

of Anne Arundel County on October 10, 1938, sold the property for non-payment of taxes for $36.00, being the amount in arrears including interest and costs, to Minnie E. Collison, the wife of David W. Collison, and one of the appellees here. This sale was reported to the Circuit Court for Anne Arundel County and an order passed on November 2, 1939, ratifying and confirming the sale. The Treasurer and County Commissioners of Anne Arundel County by deed dated December 19, 1939, conveyed the property to Minnie E. Collison in fee simple.

Under the provisions of Chapter 761, of the Acts of 1943, known as the Tax Sales Act, Code, 1951, Article 81, Section 72-90 inclusive, which provided a proceeding wherein the equity of redemption of former owners of real estate sold at tax sale could be foreclosed, a tax sales certificate was issued on September 8, 1944, to Minnie E. Collison, showing the sale of the real estate purchased by her at the tax sale. The said Minnie E. Collison, on September 20, 1944, assigned the certificate of tax sale to Thomas E. Collison, a nephew of her husband, but not one of the grandchildren named in the will of Nicholas C. Collison. Three days later, on September 23, 1944, Thomas E. Collison and Etta Mae Collison, his wife, among the appellees, and the cross-appellants in this case, filed a bill of complaint against his uncle, David W. Collison, the life tenant "and all persons having or claiming to have any interest in the property assessed to David W. Collison '20 acres and improvements, Mayo District No. 1,' * * *." They asked that the right of redemption in said

property be foreclosed. This bill of complaint recited, among other things, the fact that the tax sale was made to David W. Collison, "who held a life interest therein under the will of his father, Nicholas G. Collison, * * * to go to his children lawfully begotten share and share alike ---- "and that the said David W. Collison was still living and had no children prior to the tax sale nor did he have any children at the time the bill of complaint was filed. The order of publication was published "warning all persons having or claiming to have an interest in the property to answer the bill of complaint or to redeem the property on or before the thirtieth day of November, 1944." A decree pro confesso was taken against David W. Collison "and all persons having or claiming to have an interest in the property" on December 1, 1944. On December 28, 1944, a final decree of foreclosure was entered and the solicitor for Thomas E. Collison and wife was appointed to convey the real estate to the said Thomas E. Collison and wife in fee simple. This decree of foreclosure provided in part that "all rights of redemption of all Defendants whether named or not and of all persons having or claiming to have any interest in the property * * * be and they are hereby forever foreclosed." The trustee, on January 8, 1945, executed a deed in fee simple to Thomas E. Collison and wife for the said twenty acres of land.

Since the execution of that deed Thomas E. Collison and wife have been in possession of the property, built a store thereon, have had plats prepared, and caused it to be subdivided

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into lots. They are still in possession of some of these lots but have made conveyances of others. On March 2, 1946, they conveyed to Marshall Barnes and wife three lots which were mortgaged by Barnes and wife to the Annapolis Banking and Trust Company, one of the appellees here. On January 19, 1950, Barnes and wife conveyed the lots, subject to the aforesaid mortgage, to Paul D. Collison and wife, two of the appellees here. On February 3, 1950, Thomas E. Collison and wife conveyed to Harry Orme and wife, appellees herein, nine lots subject to a purchase money mortgage to Thomas E. Collison and wife. On February 28, 1950, Thomas E. Collison and wife conveyed eight lots to J. D. Bedin, one of the appellees here, which are subject to a mortgage to the National Central Bank of Baltimore, one of the appellees.

David W. Collison died on or about July 30, 1950, without leaving any child or children or descendants surviving. The only child ever born to David W. Collison died in infancy in 1896, twelve years before the death of Nicholas G. Collison. On September 19, 1953, some of the residuary devisees in the will of Nicholas G. Collison filed a bill of complaint wherein they prayed that the tax sale herein and the proceedings for the foreclosure of the right of redemption be declared null and void, and the property sold for the purposes of partition. A demurrer was sustained to that bill. On March 16, 1954, four of the grandchildren, named as residuary devisees in the will of Nicholas G. Collison, filed a petition in the foreclosure case praying that the proceedings therein be reopened; that the tax sales be declared null

and void; and for other and further relief. After answer filed, testimony was taken in open court by the chancellor. He decreed on October 15, 1954, that the petition be dismissed as to so much of the land as was conveyed by Thomas E. Collison and Etta Mae Collison, his wife, to the Barnes, the Ormes and J. D. Hedin. He further decreed that the decree of foreclosure be reopened and declared null and void as to the petitioners, appellants here, as to all the lands other than the parts conveyed by Thomas E. Collison and wife to the said Barnes, Ormes and J. D. Hedin, and that Thomas E. Collison and wife pay the costs of the proceedings.

From that decree the appellants, petitioners, E. Raymond Brashears and Rose Brashears, his wife; David Clifton Dawson and Yetive J. Dawson, his wife; Elsie Winstead Hutchinson and Orion Neely Hutchinson, her husband; Myrtle Collison Young and William C. Young, her husband, hereinafter designated as appellants, and Thomas E. Collison and Etta Mae Collison, his wife, hereinafter designated as cross-appellants, appeal to this Court.

Chapter 761, Section 90M, of the Acts of 1943, Code, 1951, Article 81, Section 141, provides: "(Decree of Court Conclusive.) No application shall be thereafter entertained to reopen any final decree rendered under the provisions of this sub-title except on the ground of lack of jurisdiction or fraud in the conduct of the proceedings to foreclose. If the final decree of the court foreclosing all rights of redemption is set aside on the ground of lack of jurisdiction, the amount required

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to redeem shall be the amount required by the provisions of this sub-title, and in addition thereto, the reasonable value, at the date the decree is set aside, of all improvements made on the property by the purchaser and his successors in interest."

It is provided by Chapter 761, Section 90C, of the Acts of 1943, Code, 1951, Article 81, Section 101, as follows: "(Parties.) The plaintiff in any proceeding to foreclose the right of redemption shall be the holder of the certificate of sale. The defendants in any such proceeding shall be the following: (a) The owner of the property as disclosed by a search of the Land Records of the County, of the records of the Register of Wills of the County, and of the records of any court of law or equity of the County. (b) If the property be subject to a ground rent, the parties defendant shall be the owner of the fee simple title and the owner of the leasehold title as disclosed by a search of the Land Records of the County, of the records of the Register of Wills of the County and the records of any court of law or equity of the County. (c) Any mortgagee of the property or his assignee of record, named as such in any unreleased mortgage recorded among the Land Records of the County. (d) The State of Maryland may be made a party defendant in any action to foreclose the right of redemption. It shall not be necessary to name as defendant any other person having or claiming to have any right, title, interest, claim, lien or equity of redemption in and to the property sold by the Collector. Any or all of such persons may be included as defendants by the designation

'all persons having or claiming to have any interest in property ..... (giving a description of the property in substantially the same form as the description which appears on the Collector's tax bill).' Any or all such persons may be designated throughout the proceeding by the above designation and the cause may proceed against them by publication under order of court as hereinafter provided."

The first question before us is whether the appellants, the grandchildren named in the will of Nicholas G. Collison as residuary legatees, were necessary parties defendant in the proceedings to foreclose the right of redemption.

We are of opinion, as found by the chancellor, that the petitioners here were necessary defendants in the foreclosure proceedings and, therefore, as to them the court had no jurisdiction to foreclose the right of redemption, they being owners of a remainder interest in the property sold at tax sale. The decree of foreclosure as to them was null and void. It was said by this Court in Ringgold v. Carvel, 196 Md. 262, 273, 76 A. 2d 327: "The will under consideration devises a contingent remainder to the grandson's children and grandchildren living at the time of his death, and by the residuary clause gives the reversionary interest to his son for life with remainder to the son's children and grandchildren living at the time of his death. We hold that where there is a devise to one person for life with a contingent remainder to his surviving children in fee simple, and a residuary devise (including the reversion after the life

estate) to another, and the life tenant had no children, the residuary devisee takes the fee simple as a vested remainder. In the language of Professor Tiffany, such a devise presents 'a case of the limitation of a vested remainder subsequent to the limitation of a contingent remainder in fee simple.' 2 Tiffany, Real Property, 3d Ed., sec. 333." See also Barnum v. Barnum, 42 Md. 251, 312, 313; Miller, Construction of Wills, Sections 216, 217, 218. The statute above quoted specifically provides that owners of property as disclosed by a search of the records of the Register of Wills of the county shall be made parties defendant in any proceeding to foreclose the right of redemption. A search of such records of the Register of Wills would show that Raymond Brashears, David C. Dawson, Elsie Petty, now Elsie Winstead Hutchinson, and Myrtle Collison, now Myrtle Collison Young, were named among the grandchildren of Nicholas G. Collison in his will and as residuary legatees. They were not named as defendants, no sub-poenas were issued against them or any of them, and no order of publication was published against them or any of them by name. As to them the court was, therefore, without jurisdiction to pass the decree of foreclosure here attacked. It is said in 169 A. L. R., page 717: "It has generally been held that a life tenant and the remaindermen must be made parties to an action for the recovery of taxes, or the foreclosure of a tax lien, in order to subject their interest to the payment of the taxes or foreclose their interest in the property." City of Louisville v. Kohnhorst's Adm'x., (Kentucky), 76 S. W. 43; Moore County v. Burns, 224 N. C.

700, 32 S. E. 2d 225; Williams v. Hedrick, 96 Fed. 657, 37 C.C. A. 552, (C.C.A. 7th, 1899), rehearing denied, 101 Fed. 876, 42 C.C.A. 75, (C.C.A. 7th, 1900); Gunter v. Townsend, 202 Ala. 160, 79 So. 644, (1918); Bradley v. Goff, 243 Mo. 95, 147 S. W. 1012, (1912); McCune v. Goodwillie, 204 Mo. 306, 102 S. W. 997, (1907); Board of Commissioners of Roxboro v. Bumpass, 233 N. C. 190, 63 S. E. 2d 144, (1951); Eason v. Spence, 232 N. C. 579, 61 S. E. 2d 717, (1950). It was said in Powell v. Turpin, 224 N. C. 67, 29 S. E. 2d 26, 28, a tax sale case, quoting from Card v. Finch, 142 N. C. 140, 54 S. E. 1009: "'It is axiomatic, at least in American jurisprudence, that a judgment rendered by a court against a citizen affecting his vested rights in an action or proceeding to which he is not a party is absolutely void, and may be treated as a nullity, whenever it is brought to the attention of the court.'" Shaffer v. Schaleben (Texas), 236 S. W. 2d 234.

Counsel for Thomas E. Collison and Etta Mae Collison, his wife, not presently representing them in the case before this Court, who filed the foreclosure proceedings for them, testified in effect that in his opinion it was not necessary to make the grandchildren named in the will of Nicholas G. Collison parties defendant. The chancellor, in his opinion, in finding that the decree was obtained by fraud in law, said the following: "He [the solicitor for Thomas E. Collison and wife] decided that it was not necessary to make said grandchildren parties defendant by name and have subpoenas personally served

on those who were residents of Maryland, or to actually name those who were non-residents in the order of publication. I have no doubt that in so doing he conscientiously believed that he was right. I do not mean, for an instant, to suggest that [he] deliberately intended to perpetrate a fraud. I know him too well for that. But, I do think that he was wrong in his opinion, and that said decree, having been obtained without said grandchildren being named as defendants when he knew who they were and could easily have obtained their addresses if he had tried, said decree must be regarded as having been obtained by fraud in law. * * * A decree obtained without making those persons parties whose rights are affected by it is, as to them, fraudulent. * * * It was argued by counsel for Mr. and Mrs. Thomas E. Collison that they, having procured and relied on the advice of counsel, cannot be charged with fraud in obtaining the decree. I cannot follow him in that." In the case of Donnelly v. Baltimore Trust Co., 102 Md. 1, 12, 13, 61 A. 301, an action for deceit, it was said: "Is it to be said then that when a client makes a statement based on the opinion of reputable and competent attorneys, as he understands it, a copy of which is inserted in the document in which the statement is made, his act is to be declared fraudulent, even if it be admitted that he was mistaken in his construction of the opinion? It would seem to be clear that it could not be so declared -- at least not unless the opinion was not open to the construction he placed on it, which we have intimated above was not the case. This Court has in substance stated the same

doctrine a number of times, but the latest expression by it is in Boulden v. Stilwell, 100 Md. 543, where it is said 'The foundation of the action is actual fraud, and nothing short of this will suffice. Consequently a misrepresentation believed by the speaker to be true, though induced by his ignorance or negligence, will not sustain an action for deceit. There must be either knowledge of the falsity of the representation, or such reckless indifference to truth in making it as is held equivalent to actual knowledge.' See also Cahill v. Applegarth, 98 Md. 493, and cases there cited. Of course the law does not excuse a person in all cases merely because he relied on the opinion of his attorney, but he is not liable in this form of action -- which has as its basis actual fraud -- when he has acted on the opinion of his attorneys in making a statement, if he did so honestly. In Derry v. Peck, 14 App. Cas. 337, LORD HERSCHELL thus explained what is meant by a statement made recklessly or without care: 'To make a statement careless whether it be true or false, and therefore without any real belief in its truth, appears to me to be an essentially different thing from making, through want of care, a false statement, which is nevertheless honestly believed to be true.' So, without further discussion of it, we are of opinion that there was not legally sufficient evidence tending to show fraud in this representation to justify the submission of it to the jury." It was said in Elwell v. Russell, 71 Conn. 462, 42 A. 862: "No fraud can be imputed by law to one who makes representations as to the title to real estate in honest reliance

on the certificate of the town clerk and the advice of counsel." See also Lane v. Fenn, 65 Misc. 336, 120 N.Y.S. 237, affirmed 146 App. Div. 205, 130 N.Y.S. 995; Elliott v. Sullivan, 156 Mo. App. 496, 137 S. W. 287, 289. We must, therefore, hold that the decree here attacked was not obtained by fraud.

The chancellor further found that the petitioning grandchildren, the appellants here, were barred by laches from then coming in and questioning the decree of foreclosure. With this conclusion we do not agree. It is provided by Code, 1951, Article 81, Section 98, in part as follows: "(Proceeding to Foreclose Right of Redemption -- Must Be Brought within Two Years.) The holder of any certificate of sale, his heirs or assigns, may at any time after the expiration of one year and a day from the date of sale, file a bill in equity to foreclose all rights of redemption of the property to which such certificate relates, as hereinafter provided. The right to redeem shall, nevertheless, exist and continue until finally barred by the decree of the court of equity in which the foreclosure proceeding is filed. Unless a proceeding to foreclose the right of redemption is filed within two years of the date of the certificate of sale, the said certificate shall be void and any and all right, title and interest of the holder of the certificate of sale of his predecessors thereof, in and to the property sold shall cease and all money received by the Collector on account of the said sale shall be deemed forfeited, and shall be applied by the Collector on the taxes in arrears on said property; * * *." (Italics

supplied.) It is provided by Article 81, Section 90, supra, in part as follows: "(Right of Redemption. Certificate of Redemption.) The owner or other person having an estate or interest in the property sold by the Collector, may redeem the said property at any time until the right of redemption has been finally foreclosed under the provisions of this sub-title, by paying to the Collector the amount required for redemption as hereinafter set forth." (Italics supplied.) These sections specifically provide that the right to redeem shall exist and continue until finally barred by the decree of foreclosure. The burden is on the holder of the certificate of tax sale to bring the foreclosure proceedings.

Laches is an equitable doctrine and its application depends upon the facts and circumstances of each case. Its purpose is to do justice and it is never invoked unless it accomplishes that end. Connelly v. Connelly, 190 Md. 79, 84, 57 A. 2d 276. It was said in Long v. Long, 62 Md. 33, 69: "It was not therefore until the termination of the life estates, that the parties so claiming and holding could be regarded as holding by wrong as against those in remainder. In other words, the remaindermen in fee had no right of entry until the previous equitable life estates, protected by the legal estate in the trustee, had expired. Preston v. Evans, 56 Md. 476; Jackson v. Schoonmaker, 4 John. 390. And it has been deliberately held by this Court, that a court of equity in applying the Statute of Limitations analogically, as to the right of entry, will not permit the claim of a party to be affected by any devolution of time short of that

which would have barred him at law in an action of ejectment. Dugan v. Gittings, 3 Gill, 138, 161; Needles v. Martin, 33 Md. 619." Houck v. Houck, 112 Md. 122, 133, 76 A. 581. "Obviously, then, there must be a legal duty to do some act, a failure to do that duty and attendant circumstances which cause prejudice to an adverse party before the doctrine can be successfully invoked. Mere lapse of time, without more, unless of sufficient duration to amount to and constitute the bar of the statute of limitations, will not be sufficient." Demuth v. Old Town Bank, 85 Md. 315, 327, 37 A. 266. It is stated in 85 C. J. S., Section 853, page 232: "The method of foreclosure of the right to redeem lies within the legislative discretion, and the method prescribed by the statute must be followed." It is said in Napier v. City of Springfield, (1939), Mass., 23 N. E. 2d 157: "The general trend of decisions indicates that once a valid assessment of taxes and a sale for nonpayment of the same have been made, the method of foreclosure of the right to redeem lies within the legislative discretion." McHale v. Treworgy, (1950), Mass., 90 N. E. 2d 908; Werner v. Werner, 74 N. D. 565, 23 N. W. 2d 757; City of Charlotte v. Kavanaugh, 221 N. C. 259, 20 S. E. 2d 97.

It was said in Fisher v. Davis, (1930), 77 Utah 81, 291 Pac. 493: "The plaintiff has argued in his brief that the defendant's title is barred by laches. It is not contended that the statute of limitations has run or adverse possession been established. It is merely contended that, because defendant permitted the tax sale proceedings to be had without objection and

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without the assertion of his title, he ought not now, in equity be permitted to assert his title. This contention is without merit. The defendant's claim is one of legal title, and is governed by the statute of limitations. Laches apply to equitable demands. If a legal right gets into equity, the statute governs." The appellees rely strongly on the case of Nohl v. Holloway, (1937), 179 Okla. 512, 66 P. 2d 497. In that case the owner of the land did not place the deed on record for twenty-two years and never paid any taxes on it. That case does not seem helpful here. Compare Phelan v. Roberts, (1938), 182 Okla. 202, 77 P. 2d 9; Street v. Dexter, (1938), 182 Okla. 360, 77 P. 2d 707; Jones v. McNabb, (1938), 184 Okla. 9, 84 P. 2d 429; Dickerson v. Fears, (1951), 205 Okla. 181, 236 P. 2d 7[illegible].

The chancellor, in finding that laches applied here, in his opinion, quoted the following: "Irrespective of the statute of limitations, ~~or in cases~~ where the statute does not apply, the owner of land ~~sold for~~ taxes will be denied relief against the sale where he ~~has delayed for a great~~ and unreasonable length of time to seek redress; more especially * * * where it has passed into the hands of innocent purchasers from him in good faith./ * * *" The life tenant here, David W. Collison, died on July 30, 1950. Until that time the petitioners did not know whether they would be divested of their vested remainder. Some of the residuary devisees took their first action against the decree of foreclosure on September 19, 1953. There is no statute which provides any limitation against the right of the owner to

redeem his property. He is barred only by a valid decree of foreclosure. We are not of the opinion that the petitioners have delayed for a great and unreasonable length of time in seeking redress.

We are, therefore, of opinion that the decree of foreclosure passed on December 28, 1944, for lack of jurisdiction should be reopened as to all parties shown to be the owners of the property as disclosed by a search of the Land Records, the records of the Register of Wills, and the records of the court of law or equity of Anne Arundel County, not specifically named as parties defendant. The decree will therefore be affirmed in part and reversed in part and the case remanded for further proceedings.

DECREE AFFIRMED IN PART AND REVERSED IN PART AND CASE REMANDED FOR FURTHER PROCEEDINGS, COSTS TO BE PAID BY THOMAS E. COLLISON AND ETTA MAE COLLISON.

No. 8794 Equity

LIBER 112 PAGE 357

Thomas E. Collison
& wife

vs

David W. Collison,
etc.

Mandate of the Court
of Appeals of Maryland.

Filed 9 July, 1955.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

No. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The intervening petitioners, B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife; DAVID CLIFTON DAWSON and YETIVE C. DAWSON, his wife; ELSIE WINSTEAD HUTCHINSON and ORION NEELY HUTCHINSON, her husband; and MYRTLE COLLISON YOUNG and WILLIAM O. YOUNG, her husband, now being considered defendants in this cause, by Marvin I. Anderson and Malcolm B. Smith, their solicitors, for answer to the bill of complaint exhibited against them, respectfully represent unto your honors:

1. That they admit the allegations contained in paragraph one of the bill of complaint, but, further answering said paragraph, say that the tax sale proceedings conducted with respect to this real estate by the Treasurer of Anne Arundel County on October 10, 1938, were invalid and are null and void for the reasons hereinafter set forth; that the real estate was allowed to be purportedly sold at the aforesaid invalid tax sale by the life tenant, David W. Collison, in order that he might acquire a purported fee-simple title thereto by attempting to buy in the same at the sale in the name of his wife, the said Minnie E. Collison, in an effort to defeat the interests of the defendants and others as remaindermen and to defraud them; and that the deed executed in pursuance of the aforesaid invalid tax sale proceedings is itself a nullity and of no effect whatever.

2. That they admit the allegations contained in paragraphs two, three, four, and five of the bill of complaint.

3. Answering paragraph six of the bill of complaint, they admit that David W. Collison was living at the time the bill of complaint was filed, but say that the said David W. Collison, the life tenant, died on or about July 30, 1950.

4. That they admit the allegations contained in paragraphs seven and eight of the bill of complaint.

5. That they admit the allegations contained in paragraph nine of the bill of complaint, and, further answering said paragraph, say that the said David W. Collison never had any children born to him since the time the bill of complaint was filed.

6. That they admit the allegation contained in paragraph ten of the bill of complaint so far as the same is a recital of a part of the Tax Sale Act, but, further answering said paragraph, say that a redemption is not necessary under the aforesaid Act if the tax sale proceedings in this cause are found to be invalid.

7. That they deny the allegation contained in paragraph eleven of the bill of complaint.

Further answering the bill of complaint, the defendants say:

1. That in his last will and testament, Nicholas G. Collison (father of the devisee life tenant, David W. Collison) provided as follows:

> "Item 16. After my debts and funeral expenses are paid, all the rest and residue of my estate I will devise and bequeath to be divided equally share and share alike among those of my grandchildren only, who are hereinbefore named in this will said shares to be paid or deposited in the manner prescribed in the specific bequests and devises to them severally made."

2. That under the aforesaid last will and testament of Nicholas G. Collison, the fee-simple title to the hereinbefore described real estate, after the possibility of issue from the body of the said David W. Collison had become extinct on the day of the death of the said David W. Collison, that is to say, on or about July 30, 1950, was indefeasibly vested at that time in the devisees of the rest and residue of the estate of Nicholas G. Collison.

3. That the devisees of the rest and residue of the estate of Nicholas G. Collison, as provided in item 16 of the hereinbefore mentioned last will and testament, are those of his grandchildren as are named somewhere in his last will and testament.

4. That by his last will and testament aforesaid, Nicholas G. Collison mentioned the names of eighteen (18) of his grandchildren, among whom are four of the intervening petitioners and defendants;

(a) Raymond Braeheare, who is now known as B. Raymond Braeheare, who has since married Rose Braeheare, and who are defendants herein.

(b) David C. Dawson, who is otherwise known as David Clifton Dawson, who has since married Yetive C. Dawson, and who are defendants herein.

(c) Elsie Petty, who is now Elsie Winstead Hutchinson, who has since married Orion Neely Hutchinson, and who are defendants herein.

(d) Myrtle Collison, who is now Myrtle Collison Young, who has since married William O. Y oung, and who are defendants herein.

5. That prior to the year 1939, with knowledge that the defendants and others were vested remaindermen in the hereinbefore mentioned real estate, the aforesaid life tenant, David W. Collison, attempted to purchase from several of the residuary devisees whatever interest they might respectively have in the hereinbefore mentioned real estate.

6. That although the said David W. Collison paid regularly all of the state and county real estate taxes which were levied on whatever real estate he owned in fee-simple, he failed to pay the same during the years 1937 and 1938 on the hereinbefore mentioned real estate of which he was the life tenant, notwithstanding the duty on him so to do which he owed, under the last will and testament of Nicholas G. Collison, aforesaid, to protect the real estate for the remaindermen.

7. That the said life tenant, David W. Collison, failed and refused to pay the state and county real estate taxes levied upon the hereinbefore mentioned real estate in the years 1937 and 1938 for the purpose of having this real estate sold by the Treasurer of Anne Arundel County for taxes in arrears in order that he might acquire a purported fee-simple title to the same and thereby to purposely and intentionally defeat the interests of the defendants herein and others as vested remaindermen in this real estate under the aforesaid last will and testament of Nicholas G. Collison.

8. That although the Treasurer of Anne Arundel County, acting pursuant to the authority vested in him by the Act of 1931, Chapter 280, as amended by the Act of 1935, Chapter 582, on February 10, 1938, notified the said David W. Collison by mail at the address as shown by the assessment records of Anne Arundel County, that if the taxes in arrears, interest, and costs, in the amount of $36.00, due from the said hereinbefore described real estate were not paid on or before the second Monday in October next ensuing, he would proceed at ten o'clock in the morning on that date at the Court House in Anne Arundel County

to sell the property described in the notice to the highest bidder for cash, the said David W. Collison deliberately and for the purposes aforesaid failed and refused to pay the said taxes in arrears, interest, and costs on the hereinbefore described property, although he had paid all taxes for the year 1937 on all other property in Anne Arundel County which he owned.

9. That the said David W. Collison, in the manner and for the purposes aforesaid, on October 10, 1938, purchased or purported to purchase the hereinbefore described real estate at the sale of the same by the Treasurer of Anne Arundel County in the name of his wife, Minnie E. Collison, for the sum of $36.00 which was paid to the Treasurer for the taxes in arrears, interest, and costs.

10. That the Treasurer of Anne Arundel County reported the hereinbefore described tax sale to the Circuit Court for Anne Arundel County in a cause entitled, "In the Matter of the Tax Sale of the Land of David W. Collisom", Tax Sale No. 4276, which is recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93 (a certified copy of which proceedings and a photostat copy of all exhibits therein have heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 1", with a petition filed on March 16, 1954 by the defendants).

11. That after the hereinbefore mentioned tax sale had been purportedly ratified on November 2, 1939, by the Circuit Court for Anne Arundel County, Joseph H. Pepper, late Treasurer of Anne Arundel County, and the Board of County Commissioners of Anne Arundel County, a body corporate, made, executed, and delivered to the said Minnie E. Collison, wife of the said life tenant, David W. Collison, a purported deed which was dated on December 19, 1939, and recorded among the land records of Anne Arundel County in Liber J. H. H.. No. 210, folio 212, and which purported to convey to the said Minnie E. Collison, in fee-simple, the lot of land sold by the Treasurer in the hereinbefore described tax sale proceedings (a certified copy of which deed is filed herein, marked "Plaintiffs' Exhibit 'A'").

12. That the Board of County Commissioners of Anne Arundel County joined in the deed last before mentioned to the said Minnie E. Collison, although the County Commissioners had not purchased the property mentioned in the said tax sale proceedings nor had they ever received a deed from the Treasurer of Anne Arundel County for the same.

13. That the tax sale proceedings aforesaid conducted by the Treasurer on October 10, 1938, in which the hereinbefore mentioned real estate was purported to have been sold, was invalid and is null and void, for that:

(a) The description of the hereinbefore described property as contained among the essessment records of Anne Arundel County prior to such tax sale proceedings and used throughout such proceedings is insufficient under Article 2, Section 491 of the Code of Anne Arundel County for the Circuit Court to have assumed jurisdiction over such tax sale proceedings, to have given constructive notice to the owners or anyone claiming any interest in the hereinbefore described property, including your orators, that their property wes about to be sold, or to have apprised prospective buyers of which property it was that the Treasurer proposed to sell.

(b) The Treasurer feiled to exercise his duty which the law has imposed upon him to sell or to offer for sale, first, no more of the land upon which the taxes are in arrears as ie reasonably necessary to pay the taxes and cherges due thereon where the land is divisible without loss, the property hereinbefore described being easily divisible without loss and being separated into two parcels by a state road.

(c) The Treasurer dis not comply with the law under which the purported tax sale wae conducted, when, instead of having the advertisement notice published "for four successive weeks prior to the second Monday in September" he had the notice published in two weekly newspapers four times each, neither of which gave four weeks' notice of sale or 28 days since the period of days covered by the published notices between the first insertion and the last was 24 days in the case of one newspaper and 25 deys in the case of the other, instead of 28 days or four full weeks.

(d) The aseessors of Anne Arundel County erroneously listed the hereinbefore described property among the assessment records in the name of the life-tenant without listing it also in the name of even any one of the remaindermen or without indicating that the only interest that the said David W. Collison hed in the aforementioned real estate was a life interest; and that the Treasurer when he mailed the tax sale notice to David W. Collieon alone without mailing a similar notice to any of the remaindermen mailed a notice which was void es to such remaindermen.

(e) In one or more of the newspaper advertisements of tax sales on October 10, 1938, the property hereinbefore described was listed in the name of "David W. Collinson" rather than in the form of "David W. Collison", the correct name of the life tenant, although the name of the life tenant was spelled correctly as "David W. Collison" on the assessment records and in the aforementioned tax sale proceedings.

Having fully answered the said bill of compleint, the defendants pray the same be dismissed with their costs.

And, as in duty bound, etc.

Mervin I. Anderson

Malcolm B. Smith

Solicitors for Defendants

We hereby certify that on this 25th day of August, 1955, we mailed a copy of the within answer to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland, attorney for the plaintiffs, Thomas Edward Collison and Etta Mae Collison, his wife; William W. Townshend, Jr., Towns-Worth Building, South Street, Annapolis, Maryland, and Louis M. Strauss, Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, attorneys for the Annapolis Banking and Trust Company, a body corporate; C. Maurice Weidemeyer, Esquire, 236 Main Street, Annapolis, Maryland, attorney for H arry Orme and Cora Orme, his wife; Wilmer D. Pyles, Esquire, Upper Marlboro, Prince George's County, Maryland, and Arthur G. Lambert, Esquire, 209-218 Munsey Building, Washington 4, District of Columbia, attorneys for J. D. Hedin and Emma J. Hedin, his wife; and Charles F. Stein, Esquire, 231 St. Paul Place, Baltimore 2, Maryland, and O. Bowie Duckett, Esquire, 88 State Circle, Annapolis, Maryland, attorneys for National Central Bank of Baltimore, a body corporate.

Marvin I. Anderson

Marvin I. Anderson

Malcolm B. Smith

Malcolm B. Smith

Solicitors for Defendants

63

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER OF INTERVENING
PETITIONERS TO BILL OF
COMPLAINT

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED 25 Aug., 1955.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

* * * * * * * * * * *

B. RAY MOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD H UTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife; DAVID CLIFTON DAWSON and YETIVE C. DAWSON, his wife; ELSIE WINSTEAD HUTCHINSON and ORION NEELY HUTCHINSON, her husband; and MYRTLE COLLISON

YOUNG and WILLIAM O. Y OUNG, her husband, by Marvin I. Anderson and Malcolm B. Smith, their solicitors, counterclaiming under the provisions of Part 2, III, Rule 3 of the General Rules of Practice and Procedure, and humbly cross- complaining unto your Honors, respectfully show:

1. That a certain William D. Collison and Cora M. Collison, his wife, by deed bearing the date of August 14, 1889, and recorded among the land records of Anne Arundel County in Liber G. W. No. 15, folio 205, conveyed to a certain Nicholas G. Collison 20.3 acres of land near Mayo in the First Election District of Anne Arundel County (a certified copy of which deed is filed in the original proceedings herein, marked "Plaintiffs' Exhibit 'D'").

2. That the aforementioned Nicholas G. Collison died testate im Anne Arundel County on or about May 30, 1908, seized of the hereinbefore described 20.3 acres of land, excepting therefrom one-quarter of an acre as was conveyed by him to the Mayo Beneficial Association by deed bearing the date of March 31, 1900, and recorded among the aforesaid land records in Liber G. W. No. 17, folio 234.

3. That the last will and testament of Nicholas G. Collison, bearing the date of February 26, 1907, and recorded among the testamentary records of Anne Arundel County in B. R. D. No. 1, folio 102, was duly admitted to probate on June 9, 1908, by the Orphans Court of Anne Arundel County; and that a certain David W. Collison, a son of the aforesaid testator, qualified under the last will and testament as the executor of the estate of Nicholas G. Collison (a certified copy of which last will and testament is filed in the original proceedings herein, marked "Plaintiffs' Exhibit 'C'").

4. That in his aforesaid last will and testament Nicholas G. Collison provided as follows:

> "Item One. I give to my son David W. Collison in fee simple my dwelling house and store and the stock of goods therein at the time of my death and the land on which said dwelling and store stands. I also devise to my said Son the 25 acres of land which I purchased from Wm. D. Collison for and during his the said David W.'s life and at his death to go to his children lawfully begotten, share and share alike the child or children of any deceased child of said David's to take the parents share, * * * ." (Emphasis supplied)

5. That the description of the second devise in Item One as "25 acres" is erroneous, there being no other conveyance of land to Nicholas G. Collison, the testator, from William D. Collison in the land records of Anne Arundel County than the hereinbefore mentioned conveyance of 20.3 acres.

6. That in his aforesaid last will and testament Nicholas G. Collison provided as follows:

> "Item 16. After my debts and funeral expenses are paid, all the rest and residue of my estate I will devise and bequeath to be divided equally share and share alike among those of my grandchildren only, who are hereinbefore named in this will said shares to be paid or deposited in the manner prescribed in the specific bequests and devises to them severally made."

7. That David W. Collison, the life tenant of the real estate devised to him by the second bequest in Item One of the aforesaid last will and testament, died intestate in Anne Arundel County, Maryland, on or about July 30, 1950, leaving surviving him only his widow, Minnie E. Collison, no child or children or descendants thereof having been living at the date of the will and no child or children having been born after the date of the will.

8. That under the aforesaid last will and testament of Nicholas G. Collison, the fee-simple title to the hereinbefore described real estate, after the possibility of issue from the body of the said David W. Collison had become extinct on the day of the death of the said David W. Collison, that is to say, on or about July 30, 1950, was indefeasibly vested at that time in the devisees of the rest and residue of the estate of Nicholas G. Collison.

9. That the devisees of the rest and residue of the estate of Nicholas G. Collison, as provided in Item 16 of the hereinbefore mentioned last will and testament, are those of his grandchildren as were named somewhere in his last will and testament.

10. That by his last will and testament aforesaid, Nicholas G. Collison mentioned the names of the following eighteen (18) of his grandchildren somewhere in the aforesaid last will and testament:

(a) Annie M. C. Brasheare, who is now Annie M. C. Jackson, divorced.

(b) Raymond Brashears, who is now known as B. Raymond Brashears, who has since married Rose Brasheare, and who are defendants, counterclaimants, and cross-complainants herein.

(c) Earle Brasheare, who is now known as J. Earle Brasheare, who has since married Marjorie J. Brashears.

(d) Millard Brashears, who is now Mildred Mae Parks, widow.

(e) David Brasheare, who is now known as David W. Brasheare, who has since married Irma May Brashears.

(f) Thomas E. Dawson, who has since married Lillian E. Dawson.

(g) Hazel Dawson, who is now Hazel E. Owens, and who has since married R. Alvin Owens.

(h) David C. Dawson, who is otherwise known as David Clifton Dawson, who has since married Yetive C. Dawson, and who are defendants, counterclaimants, and cross-complainants herein.

(i) Stella Petty, who is now Clara Estella Gibson, widow.

(j) Elsie Petty, who is now Elsie Winstead Hutchinson, who has since married Oriom Neely Hutchinson, and who are defendants, counterclaimants, and cross-complainants herein.

(k) Thomas N. Petty, who later married Carrie Petty, and who died intestate in Baltimore, Maryland, on or about July 16, 1920.

(l) Selina Petty, who was otherwise known as Solonie Ewell Petty, who later married Effie M. Petty, and who died intestate in Baltimore, Maryland, on or about January 2, 1948.

(m) Virgie Smith, who was otherwise known as Virgie Lee Smith, who had married William A. Smith, and who died intestate in Annapolis, Anne Arundel County, Maryland, on or about April 12, 1945.

(n) Myrtle Collison, who is now Myrtle Collison Young, who has since married William O. Young, and who are defendants, counterclaimants, and cross-complainants herein.

(o) Ruby Collison, who is now Ruby S. Smith, who has since married Basil L. Smith.

(p) Roy Collison, who was otherwise known as Roy A. Collison, who later married Drucilla Collison, and who died intestate at Edgewater, Anne Arundel County, Maryland, on or about May 12, 1920.

(q) Paul Collison, who was otherwise known as Paul G. Collison, who later married Pearl Collison, and who died intestate at Chester, Chesterfield County, Virginia, on or about February 28, 1939.

(r) Margie Collison, who later was Margie M. Robinson, who later married James Walter Robinson, and who died intestate im Queen Anne's County, Maryland, on or about May 4, 1910.

11. That by his last will and testament aforesaid, the said Nicholas G. Collison provided as follows:

"Item 4. I devise to my grandchildren Annie M. C. Brashears, Raymond Brashears, Earle Brashears, and Millard Brashears as tenants in common the tract of land deeded to me by James B. Burch, Miss Harper Collinson and others . . . . . "

"Item 15. By item 4 of this will I devised to Annie M. C., Raymond, Earle David and Millard Brashears a certain tract of land deeded to me by James B. Burch and others this is to annul said devise as to all of said devisees except Raymond Brashears and I hereby devise the same to him in fee simple."

12. That the last hereinbefore recited items of the aforesaid last will and testament of Nicholas G. Collison contain the only mention in the aforesaid will of the following grandchildren of the testator, Nicholas G. Collison, viz: Earle Brashears (who is now known as J. Earle Brashears), Millard Brashears (who is now Mildred Mae Parks), and David Brashears (who is otherwise known as David W. Brashears).

13. That although in Item 15 of the aforesaid will the name of David Brashears (who is otherwise known as David W. Brashears) is mentioned as

one to whom the testator has devised the certain tract of land described in Item 4 of the aforesaid will, yet in such Item 4 the name of David Brashears was not mentioned.

14. That inasmuch as the three last hereinbefore mentioned grandchildren of the testator, Nicholas G. Collison were named only in Items 4 and 15 of the aforesaid will and that inasmuch as one of these three (to wit the said David Brashears) was only named in Item 15 of the aforesaid last will and testament, your orators are unable to determine from the language contained in Item 16 of the said will whether or not Earle Brashears (who is now known as J. Earle Brashears), Millard Brashears (who is now Mildred Mae Parks), and David Brashears (who is otherwise known as David W. Brashears) should be counted among the devisees of the rest and residue of the estate of Nicholas G. Collison, including the real estate hereinbefore mentioned.

15. That the devisee grandchild, Thomas N. Petty, who later married Carrie Petty, and who died intestate in Baltimore, Maryland, on or about July 16, 1920, was survived by his widow, the said Carrie Petty, and by one daughter, Elsie Virginia McNair, who has since married Charles F. McNair, as his only heirs-at-law; that the said Carrie Petty, widow of the said Thomas N. Petty, died intestate in Baltimore, Maryland, on or about October 2, 1940, leaving surviving her as her only heir-at-law her said daughter, Elsie Virginia McNair.

16. That the devisee grandchild, Selina Petty, who was otherwise known as Solonie Ewell Petty, who later married Effie M. Petty, and who died intestate in Baltimore, Maryland, on or about January 2, 1948, was survived by his widow, the said Effie M. Petty, by his sisters, the said Clara Estella Gibson and Elsie Winstead Hutchinson, and by his niece, the said Elsie Virginia McNair, as his only heirs-at-law; that the said Effie M. Petty, widow of the said Selina Petty, died intestate in Baltimore, Maryland, on or about February 6, 1950, leaving surviving her as her only heirs-at-law her sister, Florence B erry, widow, and her brother, Everett Appleby, unmarried.

17. That the said devisee grandchild, Virgie Smith, who was otherwise known as Virgie Lee Smith, who had married William A. Smith, and who died intestate in Annapolis, Anne Arundel County, Maryland, on or about April 12, 1945, was survived by her husband, the said William A. Smith, and by three children, viz: a daughter, Edith S.Robinson (who has married Lewis L. Robinson a son, John Burton Smith (who has married Elizabeth Smith); and a son, William

J. Smith (who has married Helen S. Smith); that the said William A. Smith, widower of the said Virgie Smith, died intestate in Annapolis, Anne Arundel County, Maryland, on or about April 6, 1954, leaving surviving him as his only heirs-at-law his three said children, Edith S. Robinson, John Burton Smith, and William J. Smith.

18. That the devisee grandchild, Roy Collison, who was otherwise known as Roy A. Collison, who later married Drucilla Collison, and who died intestate at Edgewater, Anne Arundel County, Maryland, on or about May 12, 1920, was survived by his widow, the said Drucilla Collison (who later married Miltom Finch and who is now known as Drucilla Finch), and by his mother, Mary Elizabeth Collison (who later married Alford W. Care, Sr., and who was known then as Mary Elizabeth Care), as his only heirs-at-law; that the said Mary Elizabeth Care died testate in Brunswick, Georgia, on or about November 11, 1941, and by her last will and testament, bearing the date of October 24, 1938, duly recorded among the testamentary records of Anne Arundel County in Liber R. G. P. No. 1, folio 201, and admitted to probate by the Orphans Court of Anne Arundel County on November 25, 1941 (a certified copy of which last will and testament is filed herewith, marked "Cross-Complainants' Exhibit No. 1", and is prayed to be taken as a part hereof), gave, devised, and bequeathed the rest, residue, and remainder of her estate to three of her children, viz: Myrtle C. Young, Ruby S. Smith, and Paul G. Collison, share and share alike, after first having devised to her surviving husband, the said Alford W. Care, Sr., certain real estate in the state of Florida for his life in lieu of any interest that he might have in the balance of her estate; that the said devisee son, Paul G. Collison, predeceased his mother, the said Mary Elizabeth Care, he having died intestate at Chester, Chesterfield County, Virginia, on or about February 28, 1939; that following the death of the said Mary Elizabeth Care, the testatrix, the only heirs-at-law of the said Paul G. Collison were his widow, Pearl Collison, and his two sisters, the said Myrtle Collison Young and Ruby S. Smith; that by deed bearing the date of June 2, 1953, the said Pearl Collison, widow of the said Paul G. Collison, conveyed all of her right, title, interest, and estate in and to the hereinbefore described real estate to the said Myrtle C. Young and Ruby S. Smith, as tenants in common; and that by deed bearing the date of June 4, 1953, the said Drucilla Finch and Milton Finch, her husband, conveyed all of their right, title, interest, and estate in and to the hereinbefore

described real estate to the said Myrtle C. Young and Ruby S. Smith, as tenants in common.

19. That the devisee grandchild, Paul Collison, who was otherwise known as Paul G. Collison, who later married Pearl Collison, and who died intestate at Chester, Chesterfield County, Virginia, on or about February 28, 1939, was survived by his widow, the said Pearl Collison, and by his mother, Mary Elizabeth Collison (who later married Alford W. Care, Sr., and who was then known as Mary Elizabeth Care), as his only heirs-at-law; that the said Mary Elizabeth Care died testate in Brunswick, Georgia, on or about November 11, 1941, and by her last will and testament, bearing the date of October 24, 1938, duly recorded among the testamentary records of Anne Arundel County in Liber R. G. P. No. 1, folio 201, and admitted to probate by the Orphans court of Anne Arundel County on November 25, 1941 (a certified copy of which last will and testament is filed herewith, marked "Cross-Complainants' Exhibit No. 1", and is prayed to be taken as a part hereof), gave, devised, and bequeathed the rest, residue, and remainder of her estate to three of her children, viz: Myrtle C. Young, Ruby S. Smith, and Paul G. Collison, share and share alike, after first having devised to her surviving husband, the said Alford W. Care, Sr., certain real estate in the state of Florida for his life in lieu of any interest that he might have in the balance of her estate; that following the death of the said Mary Elizabeth Care, the testatrix, the only heirs-at-law of the said Paul Collison were his widow, the said Pearl Collison, and his two sisters, the said Myrtle Collison Young and Ruby S. Smith; and that by deed bearing the date of June 2, 1953, the said Pearl Collison, widow of the said Paul Collison, conveyed all of her right, title, interest, and estate in and to the hereinbefore described real estate to the said Myrtle C. Young and Ruby S. Smith, as tenants in common.

20. That the devisee grandchild, Margie Collison, who was later Margie M. Robinson, who later married James Walter Robinson, and who died intestate in Queen Anne's County, Maryland, on or about May 4, 1910, was survived by her husband, the said James Walter Robinson, and by her mother, Georgianna Sewell Collison (also known as Georgia Collison)(who later married Oliver M. Harrison and who was then known as Georgianna or Georgia Harrison), as her only heirs-at-law; that the said Georgianna or Georgia Harrison died testate in Baltimore, Maryland, on or about March 23, 1951, as a widow, and by her last will and testament bearing the date of November 15, 1943, gave, devised, and

bequeathed all of her estate, wheresoever situate, to The Home for the Aged of the Methodist Episcopal Church of Baltimore City, now known as The Home for the Aged of the Methodist Church of Baltimore City, a body corporate, which last will and testament was duly recorded among the testamentary records of Anne Arundel County in Liber R. G. P. No. 5, folio 108, and was admitted to probate by the Orphans Court of Anne Arundel County on September 1, 1953 (a certified copy of which last will and testament is filed herewith, marked "Cross-Complainants' Exhibit No. 2", and is prayed to be taken as a part hereof.).

21. That all but three of the residuary devisees under the last will and testament of Nicholas G. Collison, or their heirs, devisees, or assignees, are either defendants, counterclaimants, and cross-complainants, or have retained counsel to represent them and appear for them in any litigation respecting the real estate; that your orators believe and therefore aver that the presence of all the living parties hereinbefore recited is required for the granting of complete relief in the determination of this counterclaim; that your orators believe and therefore aver that counsel representing the respective parties hereinbefore recited who are not now before this honorable court will voluntarily appear and submit their clients to the jurisdiction of this honorable court as defendants if your Honors shall order them to be brought in as defendants, under the provisions of Part 2, III, Rule 3(c) of the General Rules of Practice and Procedure; that your orators believe and therefore aver that the three parties (together with their respective spouses) who are not presently represented by counsel will voluntarily appear and submit themselves to the jurisdiction of this honorable court as defendants if your Honors shall so order, under the provisions of the eforesaid Rule.

22. That for the years 1937 and 1938, the said David W. Collison, with knowledge that your orators and others were vested remaindermen in the hereinbefore mentioned real estate, and after having attempted to purchase from several of the residuary devisees whatever interest they respectively have in the real estate, deliberately and intentionally failed to pay the state and county real estate taxes levied upon the real estate (although he paid the taxes on all real estate which he owned in fee-simple); that he allowed the real estate to be purportedly sold at a tax sale conducted by the Treasurer of Anne Arundel County on October 10, 1938 in order that he might acquire a purported fee-simple title thereto by attempting to buy in the same at the sale

in the name of his wife, Minnie E. Collison, in an effort to defeat the interest of your orators and others as remaindermen and to defraud them, for the sum of $36.00 (the amount of taxes in arrears, interest, and costs); that the sale was reported to this honorable court in a cause entitled, "In the Matter of the Tax Sale of the Land of David W. Collison", Tax Sale No. 4276, which is recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93 (A certified copy of which proceedings and a photostat copy of all exhibits therein have heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 1", with a petition filed on March 16, 1954), and was by this honorable court purportedly ratified on November 2, 1939; and that thereafter, on December 19, 1939, the late Treasurer and The Board of County Commissioners of Anne Arundel County executed a purported deed of the real estate to the said Minnie E. Collison in fee simple, which deed is recorded among the aforesaid land records in Liber J. H. H. No. 210, folio 212 (a certified copy of which deed is filed in the original proceedings herein, marked "Plaintiffs' Exhibit 'A'").

23. That the tax sale proceedings aforesaid conducted by the Treasurer on October 10, 1938, in which the hereinbefore mentioned real estate was purported to have been sold, was invalid and is null and void, for that:

(a) The description of the hereinbefore described property as contained among the assessment records of Anne Arundel County prior to such tax sale proceedings and used throughout such proceedings is insufficient under Article 2, Section 491 of the Code of Anne Arundel County for the Circuit Court to have assumed jurisdiction over such tax sale proceedings, to have given constructive notice to the owners or anyone claiming any interest in the hereinbefore described property, including your orators, that their property was about to be sold, or to have apprised prospective buyers of which property it was that the Treasurer proposed to sell.

(b) The Treasurer failed to exercise his duty which the law has imposed upon him to sell or to offer for sale, first, no more of the land upon which the taxes are in arrears as is reasonably necessary to pay the taxes and charges due thereon where the land is divisible without loss, the property hereinbefore described being easily divisible without loss and being separated into two parcels by a state road.

(c) The Treasurer did not comply with the law under which the purported tax sale was conducted, when, instead of having the advertisement notice published "for four successive weeks prior to the second Monday in September" he had the notice published in two weekly newspapers four times each, neither of which gave four weeks' notice of sale or 28 days since the period of days covered by the published notices between the first insertion and the last was 24 days in the case of one newspaper and 25 days in the case of the other, instead of 28 days or four full weeks.

(d) The assessors of Anne Arundel County erroneously listed the hereinbefore described property among the assessment records in the name of the life-tenant without listing it also in the name of even any one of the remaindermen or without indicating that the only interest that the said David W. Collison had in the aforementioned

real estate was a life interest; and that the Treasurer when he mailed the tax sale notice to David W. Collison alone without mailing a similar notice to any of the remaindermen mailed a notice which was void as to such remaindermen.

(e) In one or more of the newspaper advertisements of tax sales on October 10, 1938, the property hereinbefore described was listed in the name of "David W. Collinson" rather than in the form of "David W. Collison", the correct name of the life-tenant, although the name of the life-tenant was spelled correctly as "David W. Collison" on the assessment records and in the aforementioned tax sale proceedings.

24. That the said life-tenant, David W. Collison, and his wife, the said Minnie E. Collison, in the manner and for the purposes aforesaid, waited until September 8, 1944, nine months after the Act of 1943, Chapter 761 (Ann. Code, Art. 81, §§ 72-90) took effect, and on that date had James A. Walton, the then Treasurer of Anne Arundel County, issue, under Section 89I, to the said Minnie E. Collison, Anne Arundel County Tax Sale Certificate No. 1 for the property purported to have been sold in the aforementioned tax sale proceedings (which was the first Tax Sale Certificate to be issued under the Act of 1943 in Anne Arundel County) (which certificate is filed in the original proceedings herein, marked "Plaintiffs' Exhibit 'B'").

25. That the said Minnie E. Collison purported to assign for a consideration of $3,600.00 on September 20, 1944, the hereinbefore described tax sale certificate to Thomas E. Collison and Etta Mae Collison, his wife, the plaintiffs herein, the said Thomas E. Collison (also known as Thomas Edward Collison) being a nephew of the said life-tenant, David W. Collison, and being also a grandson of the said testator, Nicholas G. Collison, but not a devisee under his last will and testament.

26. That on the last mentioned date, also, the plaintiffs, Thomas E. Collison and Etta Mae Collison, his wife, filed their bill of complaint herein for the purpose of foreclosing whatever equity of redemption in and to the hereinbefore mentioned real estate which your orators and others as vested remaindermen have in this real estate and to attempt to vest in the plaintiffs herein, Thomas E. Collison and Etta Mae Collison, his wife, the fee-simple title thereto by virtue of the aforesaid Act of 1943.

27. That a decree was purportedly passed in this cause on December 28, 1944, by this honorable court, which provided in part that "all rights of redemption of all defendants whether named or not and of all persons having or claiming to have any interest in the property ...be and they are hereby forever foreclosed"; that "an absolute and indefeasible title" was vested in Thomas E. Collison and wife "in fee Simple"; and that Noah A. Hillman was

named the trustee to execute a deed to the plaintiffs herein.

28. That by a deed bearing the date of January 8, 1945, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 323, folio 121, Noah A. Hillman, Trustee, purported to convey unto the plaintiffs, the said Thomas E. Collison and Etta Mae Collison, his wife, as tenants by the entireties, in fee-simple, the hereinbefore mentioned real estate (a certified copy of which deed has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 2", with a petitiom filed on March 16, 1954 by the defendants).

29. That by a deed bearing the date of March 2, 1946, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 354, folio 215, the said plaintiffs herein, Thomas Edward Collison and Etta Mae Collison, his wife, purported to convey unto Marshall Barnes and Frances W. Barnes, his wife, lots numbered five (5), six (6), seven (7), and eight (8) on "an unrecorded plat of a subdivision of Tom Collison's Property, the portion lying to the north of the Mayo Road, made by J. R. McCrone, Jr., registered professional engineer and land surveyor, in February, 1946" and described by metes and bounds, courses and distances, being part of the hereinbefore mentioned real estate (a certified copy of which deed has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 3", with a petition filed herein on March 16, 1954 by the defendants) (a photostat copy of the work sheet of which plat by J. R. McCrone, Jr., has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 4", with a petition filed on March 16, 1954 by the defendants).

30. That by a mortgage bearing the date of September 9, 1946, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 381, folio 18, the said Marshall Barnes and Frances W. Barnes, his wife, purported to convey the legal title in and to the said lots numbered five (5), six (6), seven (7), and eight (8) on the aforesaid plat to the cross-respondent, The Annapolis Banking and Trust Company, a Maryland corporation, which mortgage is still unreleased of record (a certified copy of which mortgage has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 5", with a petition filed herein on March 16, 1954 by the defendants).

31. That by a deed bearing the date of January 19, 1950, and recorded among the land records of Anne Arundel County in Liber J. H . H. No. 554, folio 352, the said Marshall Barnes and Frances W. Barnes, purported to convey

unto the cross-respondents, Paul D. Collison and Lois V. Collison, his wife, as tenants by the entireties in fee-simple, the aforesaid lots numbered five (5), six (6), seven (7), and eight (8) on the aforesaid plat, subject to the mortgage last hereinbefore mentioned (a certified copy of which deed has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 6", with a petition filed herein on March 16, 1954 by the defendants).

32. That by a deed bearing the date of February 3, 1950, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 556, folio 410, the said plaintiffs, Thomas Edwerd Collison and Etta Mae Collison, his wife, purported to convey unto the cross-respondents, Harry Orme and Cora V. Orme, his wife, as tenants by the entireties in fee-simple, lots numbered seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), and twenty-five (25) on the aforesaid plat and described therein by metes and bounds, courses and distances, being part of the hereinbefore mentioned real estate (a certified copy of which deed has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 7", with a petition filed herein on March 16, 1954 by the defendants).

33. That by a mortgage bearing date February 3, 1950, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 556, folio 413, the said cross-respondents, Harry Orme and Cora V. Orme, his wife, purported to convey the legel title in and to said lots numbered seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), and twenty-five (25) on the aforesaid plat to the plaintiffs end cross-respondents, the said Thomas Edward Collison and Etta Mae Collison, his wife, as tenants by the entireties, which mortgage is still unreleased of record (a certified copy of which mortgage has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 8", with a petition filed herein on March 16, 1954 by the defendants).

34. That by a deed bearing the date of February 28, 1950, end recorded among the land records of Anne Arundel County in Liber J. H. H. No. 568, folio 236, the said plaintiffs, Thomas Edward Collison and Etta Mae Collison, his wife, purported to convey unto the cross-respondent, J. D. Hedin (also known as John D. Hedin), in fee-simple, lots numbered nine (9), ten (10),

eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the aforesaid plat and described therein by metes and bounds, courses and distances, being part of the hereinbefore mentioned real estate (a certified copy of which deed has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 9", with a petition filed herein on March 16, 1954 by the defendants).

35. That by a mortgage bearing the date of February 8, 1952, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 666, folio 528, the said cross-respondent, John D. Hedin, and Emma J. Hedin, his wife, also a cross-respondent, purported to convey the legal title in and to said lots numbered nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), and sixteen (16) on the aforesaid plat, along with that of other real estate not here involved, to the cross-respondent, the National Central Bank of Baltimore, a corporation, which mortgage is still unreleased of record (a certified copy of which mortgage has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 10", with a petition filed herein on March 16, 1954 by the defendants).

36. That the said plaintiffs, Thomas E. Collison and Etta Mae Collison, his wife, have actually subdivided or had planned to subdivide, for the purpose of attempting to convey away the hereinbefore mentioned real estate, most of said real estate into lots; that the hereinbefore described plat covered that part of the within described real estate that lies on the west side of the Mayo State Road; and that the said plaintiffs, Thomas E. Collison and Etta Mae Collison, his wife, had a second plat and subdivision planned in March, 1950, by J. R. McCrone, registered professional engineer and land surveyor, covering that part of the hereinbefore mentioned real estate which lies on the east side of the Mayo State Road (a photostat copy of which second plat or plan has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 11", with a petition filed herein on March 16, 1954 by the defendants).

37. That on March 16, 1954, your orators, with leave of this honorable court, intervened herein and filed their petition against the plaintiffs and the cross-respondents; and that the object of their petition was to have this honorable court pass a decree re-opening and declaring null and void the decree of foreclosure purportedly passed herein on December 28, 1944, as to every part and parcel of this real estate.

38. That this honorable court has passed its decree in the premises, which, as finally affirmed in part and reversed in part by the Court of Appeals on June 9, 1955, re-opened and declared null and void as to your oratore and the other residuary devisees under the last will and testament of Nicholas G. Collison, aforesaid, and as to every part and parcel of this real estate, the decree of foreclosure which had been purportedly passed on December 28, 1944.

39. That the basis for the most recent decree of this honorable court in the premises is that the court never had jurisdiction under the Maryland Tax Sale Act over your orators and the other reeiduary devisees under the will of the aforesaid testator to pass a decree which would validly foreclose their interest in this real estate.

40. That this case has been remanded by the Court of Appeals to this honorable court for further proceedings.

41. That your orators have now answered the said bill of complaint filed herein and have shown that the said plaintiffs and their euccessors in interest are not entitled to any relief in this honorable court, but, on the contrary thereof, your orators of right and by the rules and practice of equity, ought to have relief in the premises, all of which matters will more fully appear by reference to said bill and answer.

42. That on June 2, 1953, Joeeph D. Lazenby, employed by your orators, and George E. Bryant, employed by the said plaintiffs, both licensed real eetate brokers residing in Anne Arundel County, appraised all of the hereinbefore described real estate, without improvements, at $38,000.00 and appraised the improvements thereon at $120,500.00 (moet of which improvements have been erected by the plaintiffs and the cross-respondents or their immediate predecessors in title under the aforesaid void decree of foreclosure), which appraieal reflects values at the time of the death of the aforeeaid life-tenant, David W. Collison, as well as values at the time the aforesaid petition was filed on March 16, 1954 (a copy of which appraisal has heretofore been filed in these proceedings, marked "Petitioners' Exhibit No. 12", with a petition filed herein on March 16, 1954 by the defendants).

43. That although the Act of 1943, ch. 761, § 90M (Ann. Code, Art. 81, § 111) provided that in the event a final decree forecloeing all rights of redemption is set aeide on the ground of lack of jurisdiction, the amount required to redeem shall include the reasonable value, at the time the

decree is set aside, of all improvements made on the property by the purchaser and his successors, the Tax Sale Act is silent as to the manner in which any improvements shall be disposed of in the event the original tax sale proceedings are held to have been invalid; that in the event the tax sale proceedings conducted with respect to this real estate on October 10, 1938, are found by this honorable court to be invalid, as your orators allege, it would constitute a tremendous and in equitable hardship on your orators and the other remaindermen to require them to pay the cross-respondents an amount of money almost two times more than the value of the land itself as the method by which your orators and the other remaindermen must obtain eventual possession of this real estate, particularly when the value of the improvements erected by the cross-respondents may exceed the sum of $100,000.00; and that to impose on your orators end the other remaindermen the obligetion to pay such a large sum of money as a condition precedent to their obtaining possession of this real estate might effectively and permanently prevent them from obteining this real estate or realizing its value, thereby causing the title thereto to eventually vest by default in the crose-respondents, who are not entitled thereto.

44. That at the time the cross-respondents or their predecessors in title under the invalid decree of foreclosure began construction of the improvements which are now located on this real estate, they had constructive and actual knowledge of facts which would place a reasonable man on notice that the title acquired by virtue of the decree of foreclosure was seriously defective; but, notwithstanding these facts, each cross-respondent or his predecessor proceeded to construct valuable improvements on this real estate, in most cases without even having had the title examined, in complete disregard of the rights of your orators and the other remaindermen.

45. That your orators and others of the remaindermen protested the purported transfers of parts of this real estate to the cross-respondents, and in fact warned the plaintiffs and various of the other cross-respondents that they were buying and building on land which belonged to the residuary devisees; but that the cross-respondents disregarded these warnings and proceeded to erect the valuable improvements.

46. That several of the remaindermen consulted lawyers with respect to this real estate soon after the first of the purported transfers of parcels of this real estate from the plaintiffs took place, but they were

told that not until the death of the life tenant, the said David W. Collison, on or about July 30, 1950, could legal action be commenced.

47. That following the death of the life tenant, David W. Collison, on or about July 30, 1950, several of your orators immediately retained counsel to investigate their rights in this real estate, which ultimately resulted in their filing the aforesaid petition designed to set aside the void decree of foreclosure; and that in setting aside the aforesaid decree of foreclosure, the Court of Appeals found that your orators were not guilty of laches in bringing their petition.

48. That throughout these prolonged proceedings, your orators have tried unsuccessfully to negotiate a settlement with the cross-respondents; that your orators have offered to exchange quit-claim deeds signed by all of the remaindermen in return for payment by the cross-respondents of the value of the parcels (without improvements) which they respectively now occupy; but that most of the cross-respondents have insisted that instead your orators should pay them the value of the improvements, when they know such a redemption would create a large and inequitable hardship upon your orators and the other remaindermen; and that the failure of most of the cross-respondents to offer to pay for the value of the lots which they now occupy represents an attempt by them to retain possession for as long as possible without paying for the land in the hope that eventually your orators and the other remaindermen will give up this litigation.

49. That without the aid and intervention of this honorable court your orators are without an adequate and complete remedy to protect and secure their remainder interest in this real estate or its value.

50. That because of the many issues involved, the many parties in interest, and the several unadministered estates through which the heirs, devisees, and assignees of some of the residuary devisees claim, without the aid and intervention of this honorable court the title to this real estate will remain in a perpetual state of uncertainty to the great detriment of all of the parties.

51. That the equities in this case favor your orators and the other remaindermen, who are entitled to have an adjustment of the equities made by this honorable court with respect to the improvements erected on this real estate by the cross-respondents or their predecessors in title under the aforesaid invalid decree of foreclosure.

52. That the cross-respondents have remained in possession of this real estate since the date of the life tenant's death (on or about July 30, 1950) without paying unto your orators and the other owners of this real estate the fair rental value of the respective parcels which they have occupied.

53. That the hereinbefore mentioned real estate is not susceptible of an advantageous partition among the parties in interest and cannot be divided among them without loss or injury and that a sale thereof is necessary and for the best interests and advantage of all the parties interested in order that the proceeds thereof may be divided among the said parties in proportion to their respective interests, but inasmuch as the parties in interest are numerous, none can be made without the aid and intervention of this honorable court.

TO THE END, THEREFORE:

(1) That the tax sale proceedings known as Tax Sale No. 4276, entitled "In the Matter of the Tax Sale of the Land of David W. Collison", may be declared null and void.

(2) That the residuary devisees under the last will and testament of Nicholas G. Collison, their heirs, devisees, and assignees, may be declared to hold first and paramount liens on each of those parcels of the hereinbefore described real estate on which are now located improvements erected by the cross-respondents or their predecessors in title under the aforesaid invalid decree of foreclosure in the amount of the fair value of the respective parcel (without improvements) and for the fair rental value of the parcel from July 30, 1950 until the lien shall be discharged.

(3) That a money judgment may be awarded in favor of such residuary devisees, their heirs, devisees, and assignees, against each of the cross-respondents, Thomas Edward Collison and wife, Paul D. Collison and wife, Harry Orme and wife, and J. D. Hedin, in the amount of the lien before specified.

(4) That upon the discharge of any of the aforesaid liens or judgments a trustee shall be appointed to convey to the cross-respondents discharging the same all of the right, title, interest, and estate of the residuary devisees under the last will and testament of Nicholas G. Collison, aforesaid, and of all parties claiming by, from, or under them, in and to the parcel or parcels affected thereby.

(5) In the alternative, that a decree may be passed for the sale of the hereinbefore mentioned improved parcels of the aforesaid real estate (including the improvements situate thereon); that a trustee may be appointed to convey the property to the purchaser or purchasers upon ratification of the sales; and that the proceeds of such sales may be brought into court for distribution under its order in accordance with the respective equities, rights, and interests of all of the parties hereto.

(6) That a decree may be passed for the sale of the unimproved parcels of the hereinbefore mentioned real estate; that a trustee may be appointed to convey the property to the purchaser or purchasers upon ratification of the sales; and that the proceeds of such sales may be brought into court for distribution under its order in accordance with the respective rights and interests of the parties hereto.

(7) That the last will and testament of Nicholas G. Collison may be construed, particularly items 4, 15, and 16, and the rights of the parties thereunder be declared and determined in and to this real estate.

(8) And for such other and further relief as to the court may be deemed just and equitable in the premises.

May it please your Honors to pass an order, pursuant to Part 2, III, Rule 3(c) of the General Rules of Practice and Procedure, directing that the following named persons be brought in as defendants; and to grant unto your orators and oratrixes the writ of subpoena against such parties in the event they are brought in as defendants: the said DAVID W. BRASHEARS and IRMA MAY BRASHEARS, his wife, Mayo, Anne Arundel County, Maryland; J. EARLE BRASHEARS and MARJORIE J. BRASHEARS, his wife, Mayo, Anne Arundel County, Maryland; THOMAS E. DAWSON and LILLIAN E. DAWSON, his wife, Davidsonville, Anne Arundel County, Maryland; CLARA ESTELLA GIBSON, widow, Marylander Apartments No. 523, 3501 St. Paul Street, Baltimore 18, Maryland; THE HOME FOR THE AGED OF THE METHODIST CHURCH OF BALTIMORE CITY, a body corporate, 2211 West Rogers Avenue, Baltimore, Maryland; ANNIE M. C. JACKSON, divorced, 2821 Clearview Avenue, Baltimore 4, Maryland; HAZEL E. OWENS and R. ALVIN OWENS, her husband, Davidsonville, Anne Arundel County, Maryland; MILDRED MAE PARKS, widow, Mayo, Anne Arundel County, Maryland; EVERETT APPLEBY, unmarried, 518 West 33rd Street, Baltimore 18, Maryland; FLORENCE BERRY, widow, 518 West 33rd Street, Baltimore 18, Maryland; JAMES WALTER ROBINSON, 413 Academy Road, Baltimore 28, Maryland; EDITH S. ROBINSON and

LEWIS L. ROBINSON, her husband, 1220 McKinley Street, Eastport, Annapolis, Anne Arundel County, Maryland; JOHN BURTON SMITH, 1220 McKinley Street, Eastport, Annapolis, Anne Arundel County, Maryland, commanding them to be and appear in this court on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein; and also the order of publication, in the event they are brought in as defendants, giving notice to the said ELSIE VIRGINIA McNAIR and CHARLES F. McNAIR, her husband, 110 Gwynn Lane, St. Davids, Pennsylvania; RUBY S. SMITH and BASIL L. SMITH, her husband, St. Davids Park, St. Davids, Pennsylvania; ELIZABETH SMITH, 1233 G Street, Southeast, Washington, District of Columbia; and WILLIAM J. SMITH and HELEN S. SMITH, his wife, 3651 Suitland Road, Southeast, Summit Park, Washington, District of Columbia, non-residents of this State, of the object and substance of this counterclaim and cross-bill, authorizing and directing them to appear in this court in person or by solicitor, on or before a certain day to be named therein to show cause, if any they have, why a decree ought not be passed as prayed.

And may it please your honors to grant unto your orators and oratrix-ee the writ of subpoena against the cross-respondents, the said PAUL D. COLLISON and LOIS V. COLLISON, his wife, Mayo, Anne Arundel County, Maryland, commanding them to be and appear in this court on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And, as in duty bound, etc.

Marvin I. Anderson

Malcolm B. Smith

Solicitors for Defendants, Counter-claimants and Cross-Complainants

We hereby certify that on this 25th day of August, 1955, we mailed a copy of the within counterclaim and cross-bill of complaint to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland, attorney for the plaintiffs, Thomas Edward Collison and Etta Mae Collison, his wife; William W. Townshend, Jr., Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, and Louis M. Strauss, Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, attorneys for the cross-respondent, The Annapolis Banking and Trust Company, a body corporate; C. Maurice Weidemeyer, Esquire, 236 Main Street, Annapolis, Maryland, attorney for the cross-respondents, H arry Orme and Cora Orme, his wife; Wilmer D. Pyles, Esquire, Upper Marlboro, Prince George's County, Maryland and Arthur G. Lambert, Esquire, 209-218 Munsey Building, Washington 4, District of Columbia, attorneys for the cross-respondents, J. D. Hedin and Emma J. Hedin, his wife; and Charles F. Stein, Esquire, 231 St. Paul Place, Baltimore 2, Maryland, and O. Bowie Duckett, Esquire, 88 State Circle, Annapolis, Maryland, attorneys for the cross-respondent, National Central Bank of Baltimore, a body corporate.

Marvin I. Anderson

Marvin I. Anderson

Malcolm B. Smith

Malcolm B. Smith

Solicitors for Defendants, Counter-claimants, and Cross-Complainants

ORDER OF COURT

Upon consideration of the aforegoing counterclaim and cross-bill of complaint, it is this 26th day of August, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the following named persons be brought in as defendants to this counterclaim, pursuant to Part 2, III, Rule 3(c) of the General Rules of Practice and Procedure: DAVID W. BRASHEARS and IRMA MAY BRASHEARS, his wife; J. EARLE BRASHEARS and MARJORIE J. BRASHEARS, his wife; THOMAS E. DAWSON and LILLIAN E. DAWSON, his wife; CLARA ESTELLA GIBSON, widow; THE HOME FOR THE AGED OF THE METHODIST CHURCH OF BALTIMORE CITY, a body corporate; ANNIE M. C. JACKSON, divorced; HAZEL E. OWENS and R. ALVIN OWENS, her husband; MILDRED MAE PARKS, widow; EVERETT APPLEBY, unmarried; FLORENCE BERRY, widow; JAMES WALTER ROBINSON; EDITH S. ROBINSON and LEWIS L. ROBINSON, her husband; JOHN BURTON SMITH and ELIZABETH SMITH, his wife; WILLIAM J. SMITH and HELEN S. SMITH, his wife; ELSIE VIRGINIA McNAIR and CHARLES F. McNAIR, her husband; and RUBY S. SMITH and BASIL L. SMITH, her husband.

Benjamin Hutchinson
JUDGE

LIBER 112 PAGE 386

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

COUNTERCLAIM AND CROSS-BILL
OF COMPLAINT OF INTERVENING
PETITIONERS AND ORDER OF
COURT THEREON
Order - Aug 26, 1955

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED 25 Aug., 1955.

Order filed 26 Aug., 1955

~~(COMPLAINANTS' EXHIBIT NO. 9)~~

(CROSS-COMPLAINANTS' EXHIBIT NO. 1)

BE IT REMEMBERED THAT I, Mary E. Care 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:

Item: 1. In lieu of any legal right he might be entitled to in the balance of my estate I leave to my husband, Alford W. Care, for the remainder of his life, my house and grounds situated near Brooksville, Florida. At his death I direct that said house and grounds go to my three children, Myrtle C. Young, Ruby S. Smith, and Paul G. Collison share and share alike;

And as to all the rest, residue and remainder of my Estate , real, personal or mixed, of whatever nature or kind or wheresoever situate at the time of my decease, I do give, devise and bequeath to my three children, Myrtle C. Young, Ruby S. Smith and Paul G. Collison, share and share alike.

And lastly I do make, constitute and appoint my husband Alford W. Care to be the Executor of this my last Will and Testament, hereby revoking all former Wills and Testaments by me at any time heretofore made and declaring this to be my last Will and Testament.

In Witness Whereof, I have hereunto subscribed my name and affixed my seal the twenty fourth day of October in the year of our Lord one thousand nine hundred and thirty-eight.

Mary E. Care (L.S.) (SEAL)

Signed, Sealed, Published and declared by the testator within named, as and for her last Will and Testament in the presence of us, who at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses.

Caroline M. Heintz

Elsie R. Heintz

ANNE ARUNDEL COUNTY, SS:

On the 25th day of November, 1941, came Myrtle C. Young and made oath in due form of law that she does not know of any Will or Codicil of Mary E. Care late of said County deceased other than the above instrument of writing and that she received the same from Mary E. Care at the time of execution and has had it in her custody until delivered to this Court. "All parties notified". Testatrix departed this life on the 11th day of November, 1941.

Sworn to in open Court.

Test: Clemence C. Burwell, Clerk to the Register of Wills for Anne Arundel County.

~~Filed 19 Sept. 1945~~ (CROSS-COMPLAINANTS' EXHIBIT NO. 1) ~~Complainants' Exhibit No. 3~~

ANNE ARUNDEL COUNTY, SS:

On the 25th day of November, 1941, came Elsie R. Heintz and Caroline M. Heintz subscribing witnesses to the aforegoing last Will and Testament of Mary E. Care late of said County deceased, and made oath in due form of law that they did see the Testatrix Mary E. Care sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding, and that they subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court;

Test: Frank M. Bond Deputy Register of Wills for Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of Mary E. Care, late of said County, deceased, and also the evidence adduced as to its validity orders and decrees this 25th day of November, 1941, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary E. Care deceased.

Judges: Maynard Carr
Owain E. Owens
William B. Elliott

No Estate whatsoever in Maryland.

LIBER 112 PAGE 389

STATE OF MARYLAND

Anne Arundel County

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of

Mary E. Care *late of said County deceased* together with the proof and probate thereof *taken from* Wills ~~Liber R.G.P.~~ No. 1 Folio 201 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 19th *day of* August *in the year of our Lord, nineteen hundred and fifty* -three

R Glenn Prout

Register of Wills for Anne Arundel County

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

"CROSS-COMPLAINANTS' EXHIBIT
NO. 1" WITH COUNTERCLAIM
AND CROSS-BILL OF COM-
PLAINT

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED 25 Aug., 1953

~~(COMPLAINANTS' EXHIBIT NO. 4)~~

(CROSS-COMPLAINANTS' EXHIBIT NO. 2)

LAST WILL AND TESTAMENT OF MRS. GEORGIA HARRISON

I, Georgia Harrison of the City of Baltimore, in the State of Maryland, being of sound and disposing mind and understanding, do make, publish and declare this my Last Will and Testament, hereby revoking all other Wills and Testaments heretofore made by me.

After the payment of my just debts and funeral expenses, I give, bequeath and devise all of my estate, wheresoever situate, real, personal and mixed, to which I may be entitled at the time of my death, unto The Home for the Aged of the Methodist Episcopal Church of Baltimore city, absolutely.

I hereby nominate and appoint Harry L. Price, atty, the Executor of this my Last Will and Testament.

Witness my hand and seal this 15th day of November in the year nineteen hundred and 43.

Georgia Harrison (SEAL)

Signed, sealed, published and declared by the above named Testatrix, Mrs. Georgia Harrison as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Mrs. C. W. Chamberlain

Miriam O. Coates.

(CROSS-COMPLAINANTS' EXHIBIT NO. 2)

~~Filed February, 1953 Complainants' Exhibit No. 4~~

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Georgia Harrison, late of said County, deceased, ~~together with the codicil thereto annexed~~, and also the evidence adduced as to its validity, orders and decrees this 1st day of September, 1953, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and codicil~~ of the said Georgia Harrison, deceased.

JUDGES
Owain E. Owens
Charles G. Hill
Joseph O. H. Fowler.

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 Georgia Harrison *late of said County deceased* together with the proofs and probate thereof *taken from* the original being one of the Records filed recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 4th *day of* September *in the year of our Lord, nineteen hundred and fifty* three

R. Glenn Prout
Register of Wills for Anne Arundel County

LIBER 112 PAGE 393

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Georgia Harrison, late of said County, deceased, ~~together with the codicil thereto attached~~, and also the evidence adduced as to its validity, orders and decrees this 1st day of September, 1953, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and codicil~~ of the said Georgia Harrison, deceased.

JUDGES
Owain E. Owens
Charles G. Hill
Joseph O. H. Fowler

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

Georgia Harrison *late of said County deceased* ~~together with the proofs and probate thereof~~ *taken from* the original

being one of the Records filed ~~recorded and~~ *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 4th *day of* September *in the year of our Lord, nineteen hundred and fifty* ~~three~~

R. Glenn Prout

Register of Wills for Anne Arundel County

LIBER 1124 PAGE 394

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

"CROSS-COMPLAINANTS' EXHIBIT
NO. 2" WITH COUNTERCLAIM AND
CROSS-BILL OF COMPLAINT

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED 25 Aug., 1955.

THOMAS EDWARD COLLISON, et al PLAINTIFFS VS. DAVID W. COLLISON, et al DEFENDANTS	:	IN THE CIRCUIT COURT
B. RAYMOND BRASHEARS, et al PETITIONERS VS. MINNIE E. COLLISON, et al RESPONDENTS	:	FOR ANNE ARUNDEL COUNTY NO. 8794 EQUITY

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

MOTION TO STRIKE DEMURRER

The Intervening Petitioners, B. Raymond Brashears, et al, by their Attorneys, Marvin I. Anderson and Malcolm B. Smith, move the Court to strike the Demurrer previously filed by them in this cause for the reasons that:

1. The said Demurrer was filed under a misapprehension of the status of the proceedings herein.

2. No action has been taken upon the said Demurrer, and its withdrawal will not result in prejudice to any of the parties to these proceedings or in inconvenience to the Court.

3. That these Defendants have now filed their answer to the Bill of Complaint exhibited against them.

AND, AS IN DUTY BOUND, ETC.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Intervening Defendants

ORDER OF COURT

UPON CONSIDERATION of the aforegoing Motion, it is, this 26th day of August, 1955, by the Circuit Court for Anne Arundel County, ORDERED: That the Demurrer to the Bill of Complaint previously filed herein by the Intervening Defendants, B. Raymond Brashears, et al, be, and the same is hereby, stricken from the record of these proceedings.

Benjamin Thalhimer
JUDGE

I hereby certify that I mailed a copy of the aforegoing Motion to Strike Demurrer to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland, C. Maurice Weidemeyer, Esquire, 236 Main Street, Annapolis, Maryland, Wilmer D. Pyles, Esquire, Upper Marlboro, Maryland, O. Bowie Duckett, Esquire, 88 State Circle, Annapolis, Maryland, and William W. Townshend, Jr., Esquire, Towns-Worth Building, South Street, Annapolis, Maryland, Attorneys for the various parties to these proceedings, this 25th day of August, 1955.

Attorney for Intervening Defendants

(5)

LIBER 112 PAGE 397

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

INTERVENING PETITIONERS'
MOTION TO STRIKE DEMURRER
AND ORDER OF COURT THEREON

Order Aug. 24, 1955

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED 25 Aug., 1955.

Order filed 26 Aug., 1955.

LIBER 112 PAGE 398

THOMAS EDWARD COLLISON, et al		IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
DAVID W. COLLISON,	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 8794

: : : : :

ANSWER TO COUNTER-CLAIM AND CROSS BILL OF COMPLAINT

Now comes Paul D. Collison and Lois V. Collison, his wife, and for Answer to the Counter-claim and Cross Bill of Complaint says that they neither admit nor deny the allegations of each and every paragraph of said Cross Bill of Complaint and Counter-claim and demands strict proof thereof.

And further answering said Bill of Complaint respectfully represents that they are the owners of valuable improvements placed on said lot of ground acquired by them and are entitled by law to the value of said improvements and costs for clearing of land, etc. which said improvements and expenses in connection therewith are of great value whereas, the lot of ground on which said improvements were placed at the time of acquisition and because of its terrain the natural condition was of little value.

And having Answered said Bill of Complaint they pray to be hence dismissed with their costs.

William W. Townshend, Jr.

Louis M. Strauss

I hereby certify that I mailed a copy of the aforegoing Answer on this 16th day of September, 1955, to Marvin I. Anderson, Esquire, 20-U West Street, Annapolis, Maryland, and Malcolm B. Smith, Esquire, 88 State Circle, Annapolis, Maryland, Attorneys for the Complainants.

William W. Townshend, Jr.
Attorney for Respondent

EQUITY NO. 8794

ANSWER TO COUNTER-CLAIM

AND CROSS BILL OF COMPLAINT

THOMAS EDWARD COLLISON,
et al.
Plaintiffs

vs

DAVID W. COLLISON,
Defendants

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.
ANNAPOLIS, MD.

Filed 16 Sept., 1955.

Thomas Edward Collison and Etta Mae Collison, his wife,	:	No. 8794 Equity
vs.	:	In the
David W. Collison, etc.	:	Circuit Court
- - - - - -	:	for
B. Raymond Brashears, et al,	:	Anne Arundel County
vs.	:	
Thomas Edward Collison, et al.	:	

: : : : : : : :

Answer of Thomas Edward Collison and Etta May Collison, his wife, and Paul D. Collison and Lois V. Collison, his wife, to counterclaim and cross bill of complaint.

: : : : : : : :

To the Honorable, the Judge of said Court:

The answer of Thomas Edward Collison and Etta May Collison, his wife, and Paul D. Collison and Lois V. Collison, his wife, respectfully shows:

1.

These Cross Respondents admit the allegation contained in paragraph one of said counterclaim and cross bill of complaint.

2.

These Cross Respondents admit the allegation contained in paragraph two of said counterclaim and cross bill of complaint.

3.

These Cross Respondents admit the allegation contained in paragraph three of said counterclaim and cross bill of complaint.

4.

These Cross Respondents admit the allegation contained in paragraph four of said counterclaim and cross bill of complaint.

5.

These Cross Respondents admit the allegation contained in paragraph five of said counterclaim and cross bill of complaint.

6.

These Cross Respondents admit the allegation contained in paragraph six of said counterclaim and cross bill of complaint.

7.

These Cross Respondents admit the allegation contained in paragraph seven of said counterclaim and cross bill of complaint.

8.

These Cross Respondents neither admit nor deny the allegation contained in paragraph eight of said counterclaim and cross bill of complaint.

9.

These Cross Respondents neither admit nor deny the allegation contained in paragraph nine of said counterclaim and cross bill of complaint.

10.

These Cross Respondents admit the allegation contained in paragraph ten of said counterclaim and cross bill of complaint.

11.

These Cross Respondents admit the allegation contained in paragraph eleven of said counterclaim and cross bill of complaint.

12.

These Cross Respondents admit the allegation contained in paragraph twelve of said counterclaim and cross bill of complaint.

13.

These Cross Respondents neither admit nor deny the allegation contained in paragraph thirteen of said counterclaim and cross bill of complaint.

14.

These Cross Respondents admit the allegation contained in paragraph fourteen of said counterclaim and cross bill of complaint.

15.

These Cross Respondents neither admit nor deny the allegation contained in paragraph fifteen of said counterclaim and cross bill of complaint.

16.

These Cross Respondents neither admit nor deny the allegation contained in paragraph sixteen of said counterclaim and cross bill of complaint.

17.

These Cross Respondents neither admit nor deny the allegation contained in paragraph seventeen of said counterclaim and cross bill of complaint.

18.

These Cross Respondents neither admit nor deny the allegation contained in paragraph eighteen of said counterclaim and cross bill of complaint.

19.

These Cross Respondents neither admit nor deny the allegation contained in paragraph nineteen of said counterclaim and cross bill of complaint.

20.

These Cross Respondents neither admit nor deny the allegation contained in paragraph twenty of said counterclaim and cross bill of complaint.

21.

These Cross Respondents neither admit nor deny the allegation contained in paragraph twenty-one of said counterclaim and cross bill of complaint.

22.

These Cross Respondents neither admit nor deny the allegation contained in paragraph twenty-two of said counterclaim and cross bill of complaint.

23.

These Cross Respondents neither admit nor deny the allegation contained in paragraph twenty-three of said counterclaim and cross bill of complaint.

24.

These Cross Respondents neither admit nor deny the allegation contained in paragraph twenty-four of said counterclaim and cross bill of complaint.

25.

These Cross Respondents admit the allegation contained in paragraph twenty-five of said counterclaim and cross bill of complaint.

26.

These Cross Respondents admit the allegation contained in paragraph twenty-six of said counterclaim and cross bill of complaint.

27.

These Cross Respondents admit the allegation contained in paragraph twenty-seven of said counterclaim and cross bill of complaint

28.

These Cross Respondents admit the allegation contained in paragraph twenty-eight of said counterclaim and cross bill of complaint

29.

These Cross Respondents admit the allegation contained in paragraph twenty-nine of said counterclaim and cross bill of complaint.

30.

These Cross Respondents neither admit nor deny the allegation contained in paragraph thirty of said counterclaim and cross bill of complaint.

31.

These Cross Respondents admit the allegation contained in paragraph thirty-one of said counterclaim and cross bill of complaint.

32.

These Cross Respondents admit the allegation contained in paragraph thirty-two of said counterclaim and cross bill of complaint.

33.

These Cross Respondents neither admit nor deny the allegation contained in paragraph thirty-three of said counterclaim and cross bill of complaint.

34.

These Cross Respondents admit the allegation contained in paragraph thirty-four of said counterclaim and cross bill of complaint.

35.

These Cross Respondents neither admit nor deny the allegation contained in paragraph thirty-five of said counterclaim and cross bill of complaint.

36.

These Cross Respondents admit the allegation contained in paragraph thirty-six of said counterclaim and cross bill of complaint.

37.

These Cross Respondents admit the allegation contained in paragraph thirty-seven of said counterclaim and cross bill of complaint.

38.

These Cross Respondents admit the allegation contained in paragraph thirty-eight of said counterclaim and cross bill of complaint.

39.

These Cross Respondents admit the allegation contained in paragraph thirty-nine of said counterclaim and cross bill of complaint.

40.

These Cross Respondents admit the allegation contained in paragraph forty of said counterclaim and cross bill of complaint.

41.

These Cross Respondents admit the allegation contained in paragraph forty-one of said counterclaim and cross bill of complaint.

42.

These Cross Respondents neither admit nor deny the allegation contained in paragraph forty-two of said counterclaim and cross bill of complaint.

43.

These Cross Respondents neither admit nor deny the allegation contained in paragraph forty-three of said counterclaim and cross bill of complaint, and further answering said paragraph these Cross Respondents allege the value of the land is greatly enhanced since 1938 and it would be inequitable to make your Cross Respondents pay the value of the land as of this date when the said Cross Complainants have been guilty of laches.

44.

These Cross Respondents deny that they had active or constructive notice that the said title was bad but on the contrary were advised by their counsel Noah A. Hillman, Esquire, a reputable member of the Anne Arundel County Bar that the title was good.

45.

These Cross Respondents neither admit nor deny the allegation contained in paragraph forty-five of said counterclaim and cross bill of complaint.

46.

These Cross Respondents neither admit nor deny the allegation contained in paragraph forty-six of said counterclaim and cross bill of complaint.

47.

These Cross Respondents neither admit nor deny the allegation contained in paragraph forty-seven of said counterclaim and cross bill of complaint.

48.

These Cross Respondents admit that several efforts have been made to compromise the Cross Complainants' claim but that said Cross Complainants are asking amounts out of line with any effort to compromise.

49.

These Cross Respondents neither admit nor deny the allegation contained in paragraph forty-nine of said counterclaim and cross bill of complaint.

50.

These Cross Respondents deny the allegation contained in paragraph fifty of said counterclaim and cross bill of complaint.

51.

These Cross Respondents deny the allegation contained in paragraph fifty-one of said counterclaim and cross bill of complaint.

52.

These Cross Respondents neither admit nor deny the allegation contained in paragraph fifty-two of said counterclaim and cross bill of complaint and further answering state that there is no money due the Cross Complainants.

53.

These Cross Respondents neither admit nor deny the allegation contained in paragraph fifty-three of said counterclaim and cross

bill of complaint and further answering allege that this Honorable Court has no jurisdiction to partition the land as the parties have different estates and rights in the premises.

And having answered said bill as fully as they are advised is necessary they pray that the said bill be dismissed.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Cross Defendants
Thomas E. Collison and Etta May Collison, his wife, and Paul D. Collison and Lois Collison, his wife.

I hereby certify that a copy of the above answer was mailed Marvin I. Anderson, Esq., 20U West St., Annapolis, Md., this 30th day of September, 1955.

George B. Woelfel

LIBER 112 PAGE 407

No. 8794 Equity

Thomas Edward Collison and
Etta Mae Collison, his wife,
vs.
David W. Collison, etc.

B. Raymond Prashears, et al.

vs.

Thomas Edward Collison, et al

Answer of T. E. Collison and wife and Paul D. Collison and wife to counterclaim and cross bill of complaint.

Mr. Clerk:

Please file.

George B. Woelfel
Solicitor for ~~T. E. Collison~~ and wife and Paul D. Collison and wife

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

Filed 30 Sept., 1933.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	IN THE
Plaintiffs	:	
vs.	:	CIRCUIT COURT
DAVID W. COLLISON, etc., et al	:	
Defendants	:	FOR
* * * *	:	
B. RAYMOND BRASHEARS, et al	:	ANNE ARUNDEL COUNTY
Defendants, Counter-claimants, and Cross-Complainants	:	IN
vs.	:	
THOMAS EDWARD COLLISON, et al	:	EQUITY NO. 8794
Plaintiffs and Cross Respondents	:	

.....

ANSWER OF HARRY ORME AND CORA ORME, CROSS-RESPONDENTS TO COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

For Answer to the Counterclaim and Cross-Bill of Complaint filed herein on August 25, 1955, Harry Orme and Cora Orme, his wife, by C. Maurice Weidemeyer and Basil E. Moore, Jr., their Attorneys, say as follows:

1-21 (inclusive) They have insufficient knowledge concerning the allegations of paragraphs one to twenty-one, inclusive, and therefore neither admit nor deny same.

22. They deny the allegations of paragraph twenty-two in so far as the intention and conduct of said David W. Collison, and in so far as said allegation and the remaining allegations of paragraph twenty-two, if same be material and not already res adjudicata and determined by prior Court decision, demand strict proof thereof.

23. The Defendants deny the allegations of paragraph twenty-three and further say that the allegations of paragraph twenty-three do not confer any jurisdiction in this Court for the

Filed: 3 Oct. 1955

reason that same have been set forth in a prior pleading by the same parties, litigation had thereon and in so far as said allegations are concerned, are res adjudicata.

24 and 25. The Defendants deny the allegations of paragraphs twenty-four and twenty-five and further say that the allegations of paragraphs twenty-four and twenty-five do not confer any jurisdiction in this Court for reason that same have been set forth in a prior pleading by the same parties, litigation had thereon and in so far as said allegations are concerned are res adjudicata.

26-36. (inclusive) They admit the allegations of paragraphs twenty-six to thirty-six, inclusive.

37. They admit the allegations of paragraph thirty-seven but further say in answer thereto that paragraph thirty-seven does not state the complete story inasmuch as the said Petition filed in March, 1954 is entitled "Petition to Re-Open Proceedings, Set Aside Decree, For Redemption of Property, and Other Relief" and said Petition is so framed and the prayers of the said Petition are so framed as to afford the Petitioners the opportunity to redeem their equities.

38-41. (inclusive) They admit the allegations of paragraphs thirty-eight to forty-one, inclusive.

42. They deny that the allegation of value of the land without improvements is of the amount stated and further say that the value of the land without improvements is not to be considered as of the time of the death of David W. Collison, but rather is to be considered as of its value at the time when title passed to these Respondents. They further say that the only material value to be considered by this Court is the value of the improvements as of the time the Decree of Foreclosure was set aside, which must be determined by this Court in order to afford the purchasers the right to redeem their property if they so choose.

43. These Defendants admit that the tax sale act of 1943 by Section 111 thereof provides that where the Decree of Foreclosure is set aside, that the parties in interest may redeem their land by paying the value of the improvements made on the land as of the date the decree is set aside. They neither admit nor deny the allegations remaining in said paragraph and if same be material, demand strict proof thereof.

44. They deny the allegations of paragraph forty-four.

45, 46 and 47. They deny the allegations of paragraphs forty-five, forty-six and forty-seven and say that the allegations therein have no proper place in this pleading in so far as the matters and facts therein set forth have been adjudicated previously by this Court, reheard by the Court of Appeals and are res adjudicata. They further say that the Petitioners gain no merit and add nothing more to their case by citing in one pleading and reciting in another and they believe said paragraphs should be stricken from the Cross-Complaint as well as any other paragraphs of the Cross-Complaint which are in a similar category.

48-51. (inclusive) They deny the allegations of paragraphs forty-eight to fifty-one, inclusive.

52 and 53. They admit that they have been in possession but deny that they owe any rent. They admit that the properties involved herein are not susceptible of partition in kind.

Wherefore, having fully answered, these Defendants pray that this Honorable Court fix the value of these Respondents' improvements as of the date the Decree of Foreclosure was set aside as to them and that the intervening petitioners be required to either dismiss as to these respondents or pay the value of the improvements within a reasonable time limit to be set by this Honorable Court, and that these Respondents be allowed their proper costs.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Attorneys for Respondents

Certificate of Mailing

I hereby certify that on this 3rd day of October, 1955, I mailed, postage prepaid, a copy of the foregoing "Answer of Harry Orme and Cora Orme, Cross-Respondents to Counterclaim and Cross-Bill of Complaint" to Marvin I. Anderson and Malcolm B. Smith, 20 West Street, Annapolis, Maryland, Attorneys for Defendants and Intervening Petitioners.

Basil E. Moore, Jr.

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LIBER 112 PAGE 412

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

vs.

DAVID W. COLLISON, etc., et al

* * *

B. RAYMOND BRASHEARS, et al

vs.

THOMAS EDWARD COLLISON, et al

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

EQUITY NO. 8794

ANSWER OF HARRY ORME AND CORA ORME, CROSS-RESPONDENTS TO COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

Filed: 3 Oct. 1955.

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife	:	IN THE
Plaintiffs	:	
vs.	:	CIRCUIT COURT
DAVID W. COLLISON, etc., et al	:	
Defendants	:	FOR
* * * *	:	
B. RAYMOND BRASHEARS, et al	:	ANNE ARUNDEL COUNTY
Petitioners	:	
vs.	:	IN
MINNIE E. COLLISON, et al	:	
Respondents	:	EQUITY NO. 8794

.....

MOTION TO STRIKE
"ANSWER TO BILL OF COMPLAINT"

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Come now the Respondents, Harry Orme and Cora Orme, his wife, by their Attorneys, C. Maurice Weidemeyer and Basil E. Moore, Jr., and move the Court to strike the "Answer to Bill of Complaint" filed on behalf of intervening petitioners. B. Raymond Brashears, et al on August 25, 1955, and for reason therefor say as follows:

1. The said Answer is surplusage and because of the fact that the same Petitioners heretofore in March, 1954 filed a "Petition to Re-Open Proceedings, Set Aside Decree, For Redemption of Property, and Other Relief" and said present Answer serves only to mislead and confuse inasmuch as it is in substance a restatement of the facts, principles of law, etc. which were formerly stated in the said Petition filed in March, 1954.

2. That proceedings were taken and had previously on the said petition of March, 1954 and trial in this Court held upon said petition and appeal taken to the Court of Appeals and decided by the Court of Appeals thereon, so that at the present time nothing

Filed: 3 Oct. 1955

remains to be done in said case in regard to the redemption except for the purchasers to follow the mandate of the Court of Appeals in Case No. 136, October Term, 1954.

3. That Petitioners are enabled under the Petition of 1954 and under the said decision of the Court of Appeals and under the prayers of the aforesaid Petition to obtain adequate full and complete relief so that the present so called "Answer to Bill of Complaint" is in its entirety unnecessary, irregular and pure surplusage.

4. That if in any respect the said "Answer to Bill of Complaint" is an amendment of the pleading heretofore filed, the same is not timely filed within the rules of Court and no leave of Court has been obtained for the filing of said "Answer to Bill of Complaint".

5. Since this Court has tried the case on the original Petition of the intervening petitioners and has tried the issues and same have been reheard in the Court of Appeals and the Court of Appeals having rendered its opinion herein, nothing remains to be done under the Court of Appeals decision but a redemption by by intervening petitioners in accordance with the Court of Appeals decision and the "Answer to Bill of Complaint" cannot now confer jurisdiction on this Court to retry and reconsider issues and matters heretofore settled and now res adjudicata.

Respectfully submitted,

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Basil E. Moore, Jr.

Basil E. Moore, Jr.
Attorneys for Harry Orme and
Cora Orme, his wife.

Certificate of Mailing

I hereby certify that on this 3rd day of October, 1955, I mailed, postage prepaid, a copy of the foregoing "Motion to Strike 'Answer to Bill of Complaint'" to Marvin I. Anderson and Malcolm B. Smith, 20 West Street, Annapolis, Maryland, Attorneys for Defendants and Intervening Petitioners.

Basil E. Moore, Jr.

Basil E. Moore, Jr.

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LIBER 112 PAGE 416

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

vs.

DAVID W. COLLISON, etc., et al

* * * *

B. RAYMOND BRASHEARS, et al

vs.

MINNIE E. COLLISON, et al

IN THE CIRCUIT COURT FOR ANNE
ARUNDEL COUNTY IN EQUITY

EQUITY NO. 8794

MOTION TO STRIKE "ANSWER TO
BILL OF COMPLAINT"

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

Filed: 3 Oct. 1955

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

vs.

No. 8794 Equity

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

* * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants and Cross-Complainants

vs.

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, HIS wife

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER TO COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, J. D. Hedin, (John D. Hedin) and Emma J.

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

KELLEY BLDG.
ROCKVILLE, MD.
POPLAR 2-2340

Hedin, his wife, by Arthur G. Lambert, their solicitor, for answer to the Counterclaim and Cross-Bill of Complaint filed herein by defendants B. Raymond Brashears and Rose Brashears, his wife; David Clifton Dawson and Yetive C. Dawson, his wife; Elsie Winstead Hutchinson and Orion Neely Hutchinson, her husband; and Myrtle Collison Young and William O. Young, her husband, by their counsel Marvin I. Anderson and Malcolm B. Smith, respectfully answer as follows:

1 - 7 (inclusive) As to Paragraphs 1, 2, 3, 4, 5, 6, and 7, these defendants can neither admit nor deny the allegations therein contained, having no knowledge of the same, but in the event same are deemed material, call for strict proof thereof.

8 - 9 (inclusive) Answering Paragraphs 8 and 9, defendants aver that the allegations contained therein are conclusions of law and they are advised that they need not answer same but submit the same to the Court.

10 - 20 (inclusive) For answer to Paragraphs 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, these defendants neither admit nor deny the allegations in these paragraphs, having insufficient knowledge thereof, but, if the same are deemed material, call for strict proof of the allegations therein.

21 Answering Paragraph 21, these defendants can neither admit n or deny that all but three of the residuary legatees under the last will and testament of Nicholas G. Collison appear or are represented in this litigation, having no knowledge as to same, and as to the remaining allegations in said paragraph, the same are admitted by these defendants.

22 As to the allegations contained in Paragraph 22, these defendants can neither admit nor deny the allegations in this paragraph, having no knowledge thereof, but, if the same be deemed material, call for strict proof thereof.

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WASHINGTON 4, D. C.
METROPOLITAN 6-2467

KELLEY BLDG.
ROCKVILLE, MD.
POPLAR 2-2340

23 For answer to Paragraph 23, these defendants deny that the tax sale of October 10, 1938 of the real estate which is the subject matter of this suit was invalid and null and void for the reasons mentioned or for any other reasons but aver that, in any event, it is too late to raise this question, and further, that insofar as these allegations are concerned, they have been previously made and not sustained and are res adjudicata.

24 - 25 (inclusive) As to the allegations contained in Paragraphs 24 and 25, these defendants can neither admit nor deny the allegations in these paragraphs, having no knowledge, but, if the same be deemed material, call for strict proof thereof.

26 - 28 (inclusive) For answer to Paragraphs 26, 27, and 28, these defendants admit the allegations contained in these paragraphs.

29 - 33 (inclusive) For answer to Paragraphs 29, 30, 31, 32 and 33, defendants neither admit nor deny the allegations, having insufficient knowledge thereof, but, if the same be deemed material, call for strict proof thereof.

34 For answer to Paragraph 34, these defendants aver that they did receive a deed bearing date February 28, 1950, conveying to them in fee simple lots numbered 9 through 16, in the sub-division therein mentioned and aver that they paid a good consideration therefor under the belief and expectation that they would be conveyed a good marketable title thereto.

35 - 36 (inclusive) These defendants admit the allegations in Paragraphs 35 and 36.

37 These defendants admit the allegations of Paragraph 37 but further say in answer thereto that Paragraph 37 does not state the complete story inasmuch as the said Petition filed in March, 1954 is entitled "Petition to Re-open Proceedings,

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Set Aside Decree, For Redemption of Property, and Other Relief" and said Petition is so framed and the prayers of the said Petition are so framed as to afford the Petitioners the opportunity to redeem their equities.

38-40 (inclusive) These defendants admit the allegations in Paragraphs 38, 39 and 40.

41 In answering Paragraph 41 of said bill, these defendants are advised that the allegations contained in said paragraph are conclusions of law and need not be answered, except for the fact that defendants have answered and this fact is admitted.

42 In answering Paragraph 42, these defendants aver that they can neither admit nor deny the allegations as to employment of expert real estate appraisers to value the properties embraced in this suit, but, if the same be considered material, call for strict proof thereof, but these defendants deny that these appraisals reflected the fair market value of these properties (either the land or improvements) either at the date of death of David W. Collison or at the date this petition was filed, March 16, 1954, and deny that either of these dates is the one for fixing the value of the equity of redemption.

43 These defendants neither admit nor deny allegations contained in Paragraph 43 of said counterclaim, having no knowledge thereof, but call for strict proof of the facts alleged therein and these defendants are advised that the conclusions of law contained in said paragraph need not be answered.

44 In answering Paragraph 44, these defendants emphatically deny that they had any actual or constructive knowledge or reason to suppose that the title to lots 9 through 16 conveyed to them by Thomas E. Collison and his wife was either defective or invalid, but, on the contrary, aver that they improved the property without any knowledge of any alleged defect

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POPLAR 2-2340

in the title to the land or any reason to anticipate said defect.

45 For answer to Paragraph 45, these defendants deny the allegations insofar as they are concerned.

46 In answer to Paragraph 46, these defendants aver that they have no knowledge of the allegations contained therein, and, if they are deemed material, call for strict proof thereof.

47 In answer to Paragraph 47, these defendants aver that they have no knowledge of the allegations contained therein, but, if they are deemed material, call for strict proof thereof.

48 For answer to Paragraph 48, these defendants deny the allegations contained in said paragraph.

49 For answer to Paragraph 49, these defendants can neither admit nor deny the allegations in said paragraph, having insufficient knowledge thereof, but, if they are deemed material, call for strict proof thereof.

50 For answer to Paragraph 50, these defendants can neither admit nor deny the allegations in said paragraph, not having sufficient knowledge thereof, but, if they are deemed material, call for strict proof thereof.

51 For answer to Paragraph 51, these defendants deny that the equities in the case favor the defendants filing said counterclaim but aver that the equities in the case favor these defendants.

52 In answer to Paragraph 52, these defendants admit that, insofar as lots 9 through 16 are concerned, these lots have remained in the possession of these defendants and that they have not paid anything to defendants filing said counterclaim as rent therefor.

53 For answer to Paragraph 53, these defendants admit that the property is not capable of partition but deny that the best interests of all concerned will be promoted by a sale of said property. As to the remaining allegations in said paragraph,

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POPLAR 2-2340

these defendants can neither admit nor deny, having no knowledge thereof.

TO THE END THEREFORE

1. Your defendants having answered the counterclaim and cross-complaint pray that the court pass an order requiring these defendants to redeem lots 9 through 16 if the court considers they are entitled to redemption and that they be required to pay these defendants the full value for the improvements on said land and that these defendants be allowed proper costs.

2. And for such other and further relief as to the Court may seem just and proper.

And as in duty bound, etc.

Arthur G. Lambert

Arthur G. Lambert, Solicitor for
Defendants, J. D. Hedin and
Emma J. Hedin, his wife.

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METROPOLITAN 8-2467

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POPLAR 2-2340

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of October, 1955, a copy of the foregoing Answer to Counterclaim and Cross-Bill of Complaint was mailed, postage prepaid, to Marvin I. Anderson and Malcolm B. Smith, 20 U West Street, Annapolis, Maryland, Attorneys for Defendants and Intervening Petitioners.

Arthur G. Lambert

Service of copy of answer admitted this 13th day of August, 1955.

Marvin I. Anderson
Malcolm B. Smith
attorneys for counterclaimants

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METROPOLITAN 8-2467

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ROCKVILLE, MD.
POPLAR 2-2340

LIBER 112 PAGE 424 72

No. 8794 Equity.

Thomas Edward Collison
and
Etta Mae Collison,
his wife

vs.

David W. Collison,
et al, etc.

Answer of J. D. Hedin, (John D. Hedin), and Emma J. Hedin, his wife, to Counterclaim and Cross-Bill of Complaint.

Filed 13 Oct., 1953.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus NO. 8794 EQUITY

DAVID W. COLLISON, etc.,

Defendants

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, et al.,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, et al.,

Cross-Respondents

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The counterclaimants and cross-complainants, B. Raymond Brashears and wife and others, by their solicitors, Marvin I. Anderson and Malcolm B. Smith, respectfully show unto this honorable court that the cross-respondents, The Annapolis Banking and Trust Company, a body corporate, and the National Central Bank of Baltimore, a body corporate, have been duly served in proper manner by mailing copies of the counterclaim and cross-bill of complaint exhibited against them in the above entitled cause to their respective attorneys of record, all as provided for in the General Rules of Practice and Procedure, Part Two, V, Rule 1 (c) (2), as will be seen by an examination of the certificate attached to the counterclaim and cross-bill of complaint; but that they have failed to appear, answer, or demur to the counterclaim and cross-bill of complaint in this cause within the time allowed by law or rule of court; and the counterclaimants and cross-complainants therefore petition the court to order the counterclaim and cross-bill of complaint be taken pro confesso as against such cross-respondents, and that this cause shall be proceeded with ex parte

as against each of the said cross-respondents.

Marvin I. Anderson

Malcolm B. Smith
Solicitors for Counterclaimants and
Cross-Complainants

ORDER OF COURT

It appearing from the proceedings in this cause that copies of the counterclaim and cross-bill of complaint have been duly served upon the cross-respondents, The Annapolis Banking and Trust Company, a body corporate, and the National Central Bank of Baltimore, a body corporate, by mailing the copies to their respective attorneys of record in this cause, as provided for in the General Rules of Practice and Procedure, Part Two, V, Rule 1 (c) (2), and that the said cross-respondents have failed to comply therewith by appearing or filing their defense within the time allowed, it is thereupon this 18th day of October, in the year nineteen hundred fifty-five, by the Circuit Court of Anne Arundel County, in Equity, adjudged, ordered, and decreed that the said counterclaim and cross-bill of complaint be, and the same is hereby taken pro confesso against the said cross-respondents, The Annapolis Banking and Trust Company, a body corporate, and the National Central Bank of Baltimore, a body corporate, and that this cause be proceeded with ex parte as against them.

Benjamin Michaelson
JUDGE

LIBER 112 PAGE 427

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS E. COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

PETITION FOR DECREE PRO CONFESSO BY COUNTERCLAIMANTS AND CROSS-COMPLAINANTS AGAINST ANNAPOLIS BANKING & TRUST COMPANY AND NATIONAL CENTRAL BANK OF BALTIMORE AND ORDER OF COURT THEREON

Order - Oct 18, 1955.

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED 17 Oct. 1955.

Order filed 18 Oct., 1955.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

NO. 8794 EQUITY

versus

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants, Everett Appleby, unmarried, and Florence Berry, widow, by William J. McWilliams and Coady and Farley, their attorneys, appearing to the cross-bill of complaint and counter-claim filed in these proceedings by B. Raymond Brashears and wife and others, respectfully represent:

1. They hereby waive notice by writ of summons or order of publication, the taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consent to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on their behalf, the taking of which testimony they hereby waive.

2. Answering said cross-bill of complaint and counterclaim, they respectfully say:

(1) They admit the allegation set out in paragraph 16 of said counterclaim and cross-bill of complaint, "that the said Effie M. Petty, widow of the said Selina Petty, died intestate in Baltimore, Maryland, on or about February 6, 1950, leaving surviving her as her only heirs at law, her sister, Florence Berry, widow, and her brother, Everett Appleby, unmarried".

(2) These Respondents are without knowledge of the other matters and facts set out in said counterclaim and cross-bill of complaint and can, therefore, neither admit nor deny the same.

(3) That should this Honorable Court decide that these Respondents have an interest in the real estate mentioned in said proceedings, and should said property be sold, your Respondents desire that there be allotted to them, in any decree which may be passed by this Honorable Court, such share of the proceeds of sale as shall be found to be due them.

And having fully answered said counterclaim and cross-bill of complaint these Respondents pray that they may be hence dismissed with their proper costs.

And, as in duty bound, etc.

William J. McWilliams
William J. McWilliams

Coady and Farley
Coady and Farley
Solicitors for Everett Appleby and Florence Berry

Everett Appleby
Everett Appleby

Florence M. Berry
Florence Berry

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

B. RAYMOND BRASHEARS, etc., et al

vs.

THOMAS E. COLLISON, etc., et al

ANSWER AND WAIVER

Mr. Clerk:

Please file, etc.

Solicitor for Everett Appleby and Florence Berry

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed 6 Jan., 1956.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY. IN EQUITY

THOMAS E. COLLISON, and :
ETTA MAE COLLISON, his wife,
:
PLAINTIFFS.
:
VS.
:
DAVID W. COLLISON, and all persons
having or claiming to have any :
interest in the property assessed
to David W. Collison "20 acres and :
improvements Mayo, District No. 1",
:
DEFENDANTS.
:
* NO. 8794 EQUITY
:
B. RAYMOND BRASHEARS, and
ROSE BRASHEARS, his wife, et al., :
PETITIONERS. :
VS. :
MINNIE E. COLLISON, et al., :
RESPONDENTS. :

.....

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This cause coming on for hearing, and being submitted, Counsel were heard, and the proceedings read and considered.

It is, thereupon, this first day of March, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the motion of the Respondents herein, Harry Orme and Cora Orme, his wife, to strike the answer of the Intervening Petitioners herein be, and the same is hereby, granted.

And it is further ADJUDGED and ORDERED that said answer be stricken from said proceedings without prejudice, however, to the said Petitioners to file their petition for redemption in accordance with the accompanying memorandum.

Joseph Macgill
Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS E. COLLISON, and
ETTA MAE COLLISON, his wife,

PLAINTIFFS.

VS.

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

DEFENDANTS.

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

NO. 8794 EQUITY

B. RAYMOND BRASHEARS, and
ROSE BRASHEARS, his wife, et al.,

PETITIONERS.

VS.

MINNIE E. COLLISON, et al.,

RESPONDENTS.

:::::::

M E M O R A N D U M

The intervening Petitioners in this case have filed an answer to the bill of complaint heretofore filed by Thomas E. Collison and Etta Mae Collison, his wife, to foreclose the equity of redemption in certain tax sale property pursuant to the provisions of Sections 95 to 111, inclusive, of Article 81 of the Annotated Code, 1951 Edition. It appears that the property in question was sold in 1938 by the Treasurer of Anne Arundel County for non-payment of taxes, and was purchased by Minnie E. Collison. This sale was reported to the Circuit Court for Anne Arundel County, and the sale was ratified by that Court on November 2, 1939. Thereafter, pursuant to the provisions of Chapter 761 of the Acts of 1943, now codified under Article 81, 1951 Code, said Minnie E. Collison procured a tax sale certificate as to the property, and assigned it to

Thomas E. Collison; and Mr. Collison, on September 23, 1944, together with his wife, filed a bill of complaint to foreclose the right of redemption. On December 28, 1944, a final decree of foreclosure was signed by the Circuit Court for Anne Arundel County, and, on January 8, 1945, a deed in fee simple was executed to the said Thomas E. Collison and his wife for the property. Thereafter, they conveyed portions of the property to various people, among them, Harry Orme and wife, and J. D. Hedin.

Subsequently on March 16, 1954, certain persons claiming an interest in the property filed a bill of complaint to set aside the decree of foreclosure of the right of redemption in said property. The Court of Appeals held that the intervening Petitioners were necessary Defendants in the foreclosure proceedings, and, therefore, as to them, the Court had no jurisdiction to foreclose the right of redemption, they being owners of a remainder interest in the property sold at tax sale. The decree of foreclosure as to them was null and void. The Court of Appeals, thereupon, remanded the case to this Court for further proceedings in accordance with its opinion. (Brashears vs. Collison, 115 Atlantic (2) 289).

The Respondents, Harry Orme and Cora Orme, his wife, have filed a motion to strike the answer filed by the intervening Petitioners to the bill of complaint, giving as a reason therefor, among others, that the only remedy of the intervening Petitioners lies within the provisions of Section 111 of said Article 81, that is, the right to redeem by paying an amount required by certain provisions of the Act, and, in addition, the reasonable value of the improvements made on the property by the purchaser or his successors in interest.

The question, therefore, is whether, in accordance with the mandate of the Court of Appeals, this Court is confined to ascertaining the amount necessary for the redemption of the property purchased by the Respondents in accordance with the provisions of

Section 111, or whether it may permit the Petitioners to answer the original bill of complaint to foreclose, and, thereby, attack the validity of the 1938 tax sale proceedings in accordance with the provisions of Section 107 of said Article 81?

The Petitioners insist that they have a choice of two remedies by which they might obtain the real estate or its value, namely, (1) they may redeem under the provisions of Section 111, or (2) they may answer the bill of complaint. They further insist that they have a right to the second choice inasmuch as they were never given an opportunity to answer the bill of complaint, and that to require them to redeem would allow them no remedy at all since they do not have the money to effect a redemption as required under the provisions of Section 111. They further contend that should they be allowed to attack the validity of the 1938 tax sale, this Court will still be in a position to give full and complete relief to all the parties in the present tax sale foreclosure case under the provisions of Section 99 of said Article 81. It might be mentioned that subsequent to the decree of foreclosure, valuable improvements were made to certain parts of the tax sale property.

At this point, it is important to bear in mind the mandate of the Legislature, contained in Section 95 of Article 81, which codifies Chapter 761 of the Acts of 1943, namely, that "the provisions of the following sections of this sub-title shall be liberally construed as remedial legislation to encourage the foreclosure of rights of redemption by suits in the equity courts and for the decreeing of marketable titles to property sold by the Collector." If this Court should agree with the Petitioners' contention that they have a right to file their answer to the bill of complaint, does it have the power, under Section 99, to give full and complete relief ..... in accordance with the general equity jurisdictional practice of the court of equity? If it does not have such power, this Court is of the opinion that the motion to strike

should be granted. The Court of Appeals found that the final decree foreclosing the right of redemption was void on the ground of lack of jurisdiction. In such a case, the Legislature has specifically provided that the amount required to redeem shall be the amount required by the provisions of this sub-title, and, in addition thereto, the reasonable value, at the date the decree is set aside of all improvements made on the property by the purchasers and his successors in interest.

It appears that the Legislature, in enacting Section III, embodied therein the general principles discussed in Stewart vs. Wheatley (182 Maryland 455) as being applicable to the situation where an occupying claimant, having possession of tax sale land under color of title, makes improvements thereon. Section 99 of the Article appears to be applicable to a situation like that discussed in Empire Furniture Company vs. Hanley (191 Maryland 386) and cannot be construed by implication to provide for relief alternate to that provided in Section III. If the contrary were true, it would be difficult to account for the presence of the latter section in the Article.

This Court is of the opinion that the intervening Petitioners, for their remedy, are confined to Section 111, and have no alternative. To hold otherwise, would, in the opinion of this Court, tend to nullify the clearly expressed intent of the Legislature. The fact that, in the instant case, the Petitioners may be, under this ruling, without adequate remedy, must be held secondary to the consideration that purchasers at tax sales, and their successors in interest, must, at some definite period of time, be entitled to security in their investment. The motion to strike will be granted.

James Macgill
Judge.

No. 8794 Equity

.....

Thomas E. Collison and
Etta Mae Collison, his wife,
vs.
David W. Collison,
et al

****

B. Raymond Brashears and
Rose Brashears, his wife,
et al, Petitioners
vs.
Minnie E. Collison, et al,
Respondents

.....

MEMORANDUM OPINION AND ORDER OF
.....COURT.....

Filed MAR 1 1956

B. RAYMOND BRASHEARS, et al	:	IN THE
vs.		CIRCUIT COURT FOR
MINNIE E. COLLISON, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 8794 EQUITY

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

PETITION FOR REHEARING ON MOTION TO STRIKE ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners, B. Raymond Brashears, et al, by their Attorneys, Marvin I. Anderson and Malcolm B. Smith, petition the Court for rehearing on the Motion filed by the Defendants, Harry Orme and wife, to strike the Answer heretofore filed by your Petitioners, and as reasons therefore say that several pertinent and important matters which will have a bearing upon the questions involved were not brought to the attention of the Court due to the mistaken belief that such matters were already before the Court.

And, as in duty bound, etc.

Marvin I. Anderson
Marvin I. Anderson

Malcolm B. Smith
Malcolm B. Smith

Filed MAR 5 [illegible]

ORDER OF COURT

UPON consideration of the aforegoing Petition it, this 6th day of March, 1956, by the Circuit Court for Anne Arundel County, ORDERED: That Counsel for the Petitioners, B. Raymond Brashears, et al, and for the Defendants, Harry Orme and wife, attend at this Court on Thursday, March 15, 1956 at 10:00 a.m. to present further argument upon the Motion filed by the said Defendants to strike the Answer heretofore filed by the said Petitioners.

Benjamin Michaelson
JUDGE

I hereby certify that on this 6th day of March, 1956, I delivered a copy of the aforegoing Petition & Order to Basil E. Moore, of counsel for Defendants, Harry Orme and wife.

Malcolm B. Smith

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LIBER 112 PAGE 438

B. Raymond Brashears,
et al.

vs.

Minnie E. Collison,
et al.

No. 8794 Equity

Petition for Rehearing

Filed MAR 6 1956

Order - March 6, 1956

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendant, ANNIE M. C. JACKSON, divorced, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waives notice by writ of summons or order of publication, taking

of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consents to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on her behalf, the taking of which testimony she hereby waives, and for answer to the cross-bill of complaint and counterclaim, a copy of which she has received, says:

That she admits the allegations of the said counterclaim and cross-bill of complaint and consents to the granting of the relief prayed.

And, as in duty bound, etc.

Annie M. C. Jackson
ANNIE M. C. JACKSON

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 31st day of ~~September~~ October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared ANNIE M. C. JACKSON, divorced, and acknowledged the aforegoing answer and waiver to be her free and voluntary act and that the matters and facts therein set forth are true as therein stated.

AS WITNESS my hand and seal notarial.

Ellis A. Epstein
Notary Public

LIBER 112 PAGE 441

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NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF ANNIE M. C. JACKSON, divorced, TO COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

Filed MAR 17 1956

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

* * * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, THOMAS E. DAWSON and LILLIAN E. DAWSON, his wife, and HAZEL E. OWENS and R. ALVIN OWENS, her husband, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby

waive notice by writ of summons or order of publication, taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consent to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on their behalf, the taking of which testimony they hereby waive, and for answer to the cross-bill of complaint and counterclaim, a copy of which they have received, say:

That they admit the allegations of the said counterclaim and cross-bill of complaint and consent to the granting of the relief prayed.

And, as in duty bound, etc.

Thomas E. Dawson
THOMAS E. DAWSON

Lillian E. Dawson
LILLIAN E. DAWSON

Hazel E. Owens
HAZEL E. OWENS

R. Alvin Owens
R. ALVIN OWENS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this twenty seventh day of ~~October~~ August, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared THOMAS E. DAWSON and LILLIAN E. DAWSON, his wife, and HAZEL E. OWENS and R. ALVIN OWENS, her husband, and acknowledged the aforegoing answer and waiver to be their free and voluntary act and that the matters and facts therein set forth are true as therein stated.

AS WITNESS my hand and seal notarial.

A. Evelyn Grayson
Notary Public

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NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON,
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF THOMAS E. DAWSON and wife AND HAZEL E. OWENS and husband TO CROSS COMPLAINT AND COUNTERCLAIM

Filed MAR 12 1955

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendant, THE HOME FOR THE AGED OF THE METHODIST CHURCH OF BALTIMORE CITY, a body corporate, by G. Van Velsor Wolf, its solicitor, appearing to the cross-bill of complaint and counter-claim filed in these proceedings by B. Raymond Brashears and wife

and others, hereby waives notice by writ of summons or order of publication, taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consents to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on its behalf, the taking of which testimony it hereby waives, and for answer to the cross-bill of complaint and counterclaim, a copy of which it has received, says:

That it admits the allegations of the said counterclaim and cross-bill of complaint and consents to the granting of the relief prayed.

And, as in duty bound, etc.

G. Van Velsor Wolf

G. VAN VELSOR WOLF
Solicitor for the defendant, THE HOME FOR THE AGED OF THE METHODIST CHURCH OF BALTIMORE CITY, a body corporate

LIBER 112 PAGE 447

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON,
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF THE HOME FOR THE AGED OF THE METHODIST CHURCH, etc., TO CROSS-BILL AND COUNTER-CLAIM

Filed MAR 17 1956

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterdlaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendant, CLARA ESTELLA GIBSON, widow, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waives notice by writ of summons or order of publication, taking of testimony

by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consents to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on her behalf, the taking of which testimony she hereby waives, and for answer to the cross-bill of complaint and counterclaim, a copy of which she has received, says:

That she admits the alleg ations of the said counterclaim and cross-bill of complaint and consents to the granting of the relief prayed.

And, as in duty bound, etc.

Clara Estella Gibson
CLARA ESTELLA GIBSON

STATE OF MARYLAND, ~~ANNE ARUNDEL COUNTY~~ CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25th day of ~~August~~ October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~county~~ city aforesaid, personally appeared CLARA ESTELLA GIBSON, widow, and acknowledged the aforegoing answer and waiver to be her free and voluntary act and that the matters and facts therein set forth are true as therein stated.

AS WITNESS my hand and seal notarial.

Kenneth J. Gaeng
Notary Public
KENNETH J. GAENG

KENNETH J. GAENG NOTARY PUBLIC

LIBER 112 PAGE 450

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NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF CLARA
ESTELLA GIBSON, widow, TO
COUNTERCLAIM AND CROSS BILL
OF COMPLAINT

Filed MAR 17 1956

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

* * * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, RUBY S. SMITH and BASIL L. SMITH, her husband, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others,

hereby waive notice by writ of summons or order of publication, taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consent to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on their behalf, the taking of which testimony they hereby waive, and for answer to the cross-bill of complaint and counterclaim, a copy of which they have received, say:

That they admit the allegations of the said counterclaim and cross-bill of complaint and consent to the granting of the relief prayed.

And, as in duty bound, etc.

Ruby S. Smith
RUBY S. SMITH

Basil L. Smith
BASIL L. SMITH

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Philadelphia TO WIT:

I HEREBY CERTIFY that on this 26th day of ~~September~~ OCTOBER, 1955, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the county aforesaid, personally appeared RUBY S. SMITH and BASIL L. SMITH, her husband, and they each acknowledged the aforegoing answer and waiver to be their free and voluntary act and that the matters and facts therein set forth are true as therein stated.

AS WITNESS my hand and seal notarial.

Lucile W. Paige
Notary Public

NOTARY PUBLIC
MY COMMISSION EXPIRES
JAN. 6, 1957

LIBER 112 PAGE 453

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF RUBY S.
SMITH and BASIL L. SMITH,
her husband, TO COUNTERCLAIM
AND CROSS-BILL OF COMPLAINT

FILED ~~MAR 17 1956~~

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, ELSIE VIRGINIA McNAIR and CHARLES F. McNAIR, her husband, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waive notice by writ of summons or order of pub-

lication, taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consent to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on their behalf, the taking of which testimony they hereby waive, and for answer to the cross-bill of complaint and counterclaim, a copy of which they have received, say:

That they admit the allegations of the said counterclaim and cross-bill of complaint and consent to the granting of the relief prayed.

And, as in duty bound, etc.

✓ Elsie Virginia McNair
ELSIE VIRGINIA McNAIR

Charles F. McNair
CHARLES F. McNAIR

WITH THE ARMED FORCES OF THE UNITED STATES)
) ss:
AT HEIDELBERG, GERMANY)

On this 8th day of NOV, in the year nineteen hundred fifty-five, before me, the subscriber, a Commissioned Officer in the active service of the Army of the United States, personally appeared ELSIE VIRGINIA McNAIR, known to me to be the spouse of a person serving in or with the armed forces of the United States, and CHARLES F. McNAIR, her husband, known to me to be serving in or with the armed forces of the United States, both of whom are known to me to be the persons whose names are subscribed to the within instrument, and they each acknowledged that they executed the same for the purposes therein contained. And the undersigned does further certify that he is at the date of this certificate a commissioned officer of the rank stated below and is in the active service of the Armed Forces of the United States.

✓ James F. McGuinness
(Signature of officer)

✓ [illegible] 7809 AU APO 403 c/o PM NY
(Rank and Command to which attached)

LIBER 112 PAGE 456 82

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF DEFENDANTS, ELSIE VIRGINIA McNAIR and husband, TO COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

Filed MAR 17 1956

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,
Plaintiffs

vs.

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",
Defendants

NO. 8794 EQUITY

* * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,
Defendants, Counterclaimants, and Cross-Complainants

vs.

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,
Plaintiffs and Cross-Respondents

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife

J. D. HEDIN, also known as John D. Hedin,
and EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,
Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, James Walter Robinson, by George F. Flentje, Jr., his Solicitor, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waives notice by writ of summons or orderof publication, taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st

Equity Rule, and consents to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on his behalf, the taking of which testimony he hereby waives, and for answer to the cross-bill of complaint and counterclaim, a copy of which he has received, says:

That he admits the allegations of the said counter-claim and cross-bill of complaint and consents to the granting of the relief prayed.

AND as in duty bound, etc.

James Walter Robinson
Defendant

George F. Flentje, Jr.
Solicitor for Defendant

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 26th day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JAMES WALTER ROBINSON and he acknowledged the aforegoing answer and waiver to be his free and voluntary act and that the matters and facts therein set forth are true as therein stated.

AS WITNESS my hand and seal notarial.

Notary Public

LIBER 112 PAGE 459

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF DEFENDANT,
JAMES WALTER ROBINSON, TO COUNTER-
CLAIM AND CROSS-BILL OF COMPLAINT

Filed ~~MAR 17 1956~~

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

* * * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, DAVID W. BRASHEARS and IRMA MAY BRASHEARS, his wife; J. EARLE BRASHEARS and MARJORIE J. BRASHEARS, his wife, and MILDRED MAE PARKS, widow, appearing to the cross-bill of

complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waive notice by writ of summons or order of publication, taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consent to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on their behalf, the taking of which testimony they hereby waive, and for answer to the cross-bill of complaint and counterclaim, a copy of which they have received, say:

That they admit the allegations of the said counterclaim and cross-bill of complaint and consent to the granting of the relief prayed.

And, as in duty bound, etc.

David W. Brashears
DAVID W. BRASHEARS

Irma May Brashears
IRMA MAY BRASHEARS

J. Earl Brashears
J. EARLE BRASHEARS

Marjorie J. Brashears
MARJORIE J. BRASHEARS

Mildred Mae Parks
MILDRED MAE PARKS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3 day of ~~August~~ November, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared DAVID W. BRASHEARS and IRMA MAY BRASHEARS, his wife; J. EARLE BRASHEARS and MARJORIE J. BRASHEARS, his wife; and MILDRED MAE PARKS, widow, and acknowledged the aforegoing answer and waiver to be their free and voluntary act and that the matters and facts

therein set forth are true as therein stated.

AS WITNESS my hand and seal notarial.

/s George E. Bryant
Notary Public

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NO. 8794 EQUITY
IN
THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON,
ETTA MAE COLLISON, his
wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF DEFENDANTS DAVID W. BRASHEARS et ux., J. EARLE BRASHEARS et ux., and MILDRED MAE PARKS

Filed MAR 17 1956

MARVIN J. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS E. COLLISON, and
ETTA MAE COLLISON, his wife,

PLAINTIFFS.

vs.

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

DEFENDANTS.

NO. 8794 EQUITY

B. RAYMOND BRASHEARS, and
ROSE BRASHEARS, his wife, et al.,

PETITIONERS.

vs.

MINNIE E. COLLISON, et al.,

RESPONDENTS.

:::::::

This case coming on for a rehearing, and being submitted, Counsel were heard, and the proceedings read and considered.

It is, thereupon, this 29th day of March, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the order of this Court of March 1, 1956, in the premises be, and the same is hereby, rescinded and stricken out, and, in lieu thereof, it is ADJUDGED and ORDERED that the motion of the Respondents herein, Harry Orme and Cora Orme, his wife, to strike the answer of the Intervening Petitioners herein be, and the same is hereby, overruled and denied.

James Macgill
Judge.

Filed

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS E. COLLISON, and ETTA MAE COLLISON, his wife, PLAINTIFFS. VS. DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1", DEFENDANTS.	NO. 8794 EQUITY
B. RAYMOND BRASHEARS, and ROSE BRASHEARS, his wife, et al., PETITIONERS. VS. MINNIE E. COLLISON, et al., RESPONDENTS.	

:::::::

M E M O R A N D U M

On March 1, 1956, this Court, in an order accompanying its memorandum in the above entitled case, for the reasons set forth in the memorandum, granted the motion of the Respondents, Harry Orme and Cora Orme, his wife, to strike the answer of the Intervening Petitioners.

Thereafter, on March 6th, the Intervening Petitioners filed their petition for a rehearing on the motion to strike the said answer, and the matter was again taken up by this Court on March 15, 1956.

After further consideration of the questions raised, this Court is of the opinion that it was in error in ruling that the motion to strike should be granted. In the memorandum of March 1st, it was held that the Intervening Petitioners were confined to § 111 of Article

81 for their relief, and had no alternative except to proceed under that section, and file a petition to redeem the tax sale property.

The Petitioners have argued forcibly and, it appears, correctly that, since they maintain the tax sale itself was void, they are not required to redeem, but may file their answer asserting the invalidity of the tax sale under § 107 of the Article. "The term 'redemption' implies that there is something to be redeemed, something lost to be gotten back; and hence, where a sale for taxes is void and passes no title, there can be no redemption." (Webb vs. Ritter, 54 S.E. 484, 491, 60 W.Va. 193).

It, therefore, appears that, if the Petitioners can successfully establish that the tax sale was void, they cannot proceed under § 111, but must, in order to obtain any relief, file their answer pursuant to the provisions of § 107 of said Article. In such a case, it would appear that this Court can give full and complete relief under § 99 of the Article, where, as in this case, certain valuable improvements have been made to portions of the tax sale property after the decree of foreclosure was entered and before it was stricken out. (Stewart vs. Wheatley, 182 Maryland 455, at page 462).

The order of March 1, 1956, will be rescinded, and the motion overruled.

James Maxwell
Judge.

LIBER 112 PAGE 466

No. 8794 Equity.

B. Raymond Brashears,
et al

vs.

Minnie E. Collison,
et al.

MEMORANDUM AND ORDER OF COURT.

Filed APR 2 1956

ANDERSON AND ANDERSON
Attorneys at Law
20 West Street
Annapolis, Maryland

MALCOLM B. SMITH
Attorney at Law
88 State Circle
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, NO. 8794 EQUITY

Thomas Edward Collison, et al., Plaintiffs, vs. David W. Collison, et al., Defendants.

B. Raymond Brashears, et al., Defendants, Counterclaimants and Cross-Complainants, vs. William J. Smith and Helen S. Smith, his wife, and Elizabeth Smith, et al., Cross-Respondents.

ORDER OF PUBLICATION

The object of the Cross-Bill of Complaint and Counterclaim filed in this proceeding is to have declared null and void certain tax sale proceedings known as Tax Sale No. 4276 in the Circuit Court for Anne Arundel County, entitled "In The Matter Of The Tax Sale Of The Land Of David. W. Collison", involving certain property located near Mayo, Anne Arundel County, Maryland, owned by the said David W. Collison during his lifetime; to have title to the said property declared to be vested in certain residuary devisees named in the Will of the said David W. Collison; and for other relief.

The Cross-Bill of Complaint and Counterclaim alleges that Nicholas G. Collison died testate on or about May 30th, 1908, seized and possessed of approximately 20.3 acres of land near Mayo, Anne Arundel County, Maryland; that under the terms of his Will, the said property was devised to David W. Collison for his lifetime, and at his death to his children or descendants; that the said Will further provided that the rest and residue of the estate of the said David

W. Collison would be divided equally among certain grandchildren mentioned in his said Will; that thereafter the life tenant, David W. Collison, allowed the said property to be sold for taxes and the same was purchased by his wife, Minnie E. Collison, who later conveyed the same to Thomas Edward Collison and Etta Mae Collison, his wife; that portions of the property were subsequently conveyed to various persons named in the Cross-Bill of Complaint and Counterclaim, and certain mortgages were executed upon certain parcels thereof; that David W. Collison, the aforesaid life tenant, died intestate on or about July 30th, 1950, leaving surviving him no child or children or descendants thereof, and that thereupon title to the aforesaid property vested in the residuary devisees named in the Will of Nicholas G. Collison or their heirs or devisees.

It is thereupon, this 4 day of May, 1956, by the Circuit Court for Anne Arundel County, ORDERED: That the Counterclaimants and Cross-Complainants, B. Raymond Brashears, et al., by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once a week for four successive weeks before the 11 day of June, 1956, give notice to the Cross-Respondents, William J. Smith and Helen S. Smith, his wife, and Elizabeth Smith, informing them of the object and substance of this Counterclaim and Cross-Bill of Complaint, and warning them to appear in this Court, in person or by Solicitor, on or before the 27 day of June, 1956, to show cause, if any they have, why a decree should not be passed as prayed.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

LIBER 112 PAGE 469

NO. 8794 EQUITY

COLLISON vs. COLLISON

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

FILED. 1956 MAY -4 PM 2:38

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

* * * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, EDITH S. ROBINSON and LEWIS L. ROBINSON, her husband, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waive notice by writ of summons or order of pub-

lication, taking of testimony by the counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consent to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on their behalf, the taking of which testimony they hereby waive, and for answer to the cross-bill of complaint and counterclaim, a copy of which they have received, say:

That they admit the allegations of the said counterclaim and cross-bill of complaint and consent to the granting of the relief prayed.

And, as in duty bound, etc.

Edith S. Robinson
EDITH S. ROBINSON

Lewis L. Robinson
LEWIS L. ROBINSON

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14 day of ~~September~~ May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared EDITH S. ROBINSON and LEWIS L. ROBINSON, her husband, and they each acknowledged the aforegoing answer and waiver to be their free and voluntary act and that the matters and facts therein set forth are true as therein stated.

AS WITNESS my hand and seal notarial.

Myrtle Sturm
Notary Public

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF EDITH S. ROBINSON and LEWIS L. ROBINSON, her husband, TO COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED
1956 MAY 15 PM 12:10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendant, John Burton Smith, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waives notice by writ of summons or order of publication, taking of testimony by the

counterclaimants and cross-complainants and signatures thereto, and the 41st Equity Rule, and consents to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on his behalf, the taking of which testimony he hereby waives, and for answer to the cross-bill of complaint and counterclaim, a copy of which he has received, says:

That he admits the allegations of the said counterclaim and cross-bill of complaint and consents to the granting of the relief prayed.

And, as in duty bound, etc.

John Burton Smith
JOHN BURTON SMITH

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF JOHN BURTON SMITH TO COUNTER-CLAIM AND CROSS-BILL OF COMPLAINT

6/25/56

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

FILED
1956 JUN 25 AM 11:16

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

* * * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife,

DAVID CLIFTON DAWSON and
YETIVE C. DAWSON, his wife,

ELSIE WINSTEAD HUTCHINSON and
ORION NEELY HUTCHINSON, her husband,

MYRTLE COLLISON YOUNG and
WILLIAM O. YOUNG, her husband,

Defendants, Counterclaimants, and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs and Cross-Respondents,

PAUL D. COLLISON and
LOIS V. COLLISON, his wife,

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate,

HARRY ORME and
CORA ORME, his wife,

J. D. HEDIN, also known as JOHN D. HEDIN, and
EMMA J. HEDIN, his wife,

NATIONAL CENTRAL BANK OF BALTIMORE, a body corporate,

Cross-Respondents

ANSWER AND WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, WILLIAM J. SMITH and HELEN S. SMITH, his wife, appearing to the cross-bill of complaint and counterclaim filed in these proceedings by B. Raymond Brashears and wife and others, hereby waive notice by writ of summons or order of publication, taking of testimony by the counterclaimants and cross-complainants

and signatures thereto, and the 41st Equity Rule, and consent to the passage of such decree in this case as to the court may seem proper without the taking of any testimony by them on their behalf, the taking of which testimony they hereby waive, and for answer to the cross-bill of complaint and counterclaim, a copy of which they have received, say:

That they admit the allegations of the said counterdaim and cross-bill of complaint and consent to the granting of the relief prayed.

And, as in duty bound, etc.

WILLIAM J. SMITH

HELEN S. SMITH

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife

versus

DAVID W. COLLISON, etc.

ANSWER AND WAIVER OF WILLIAM J. SMITH and HELEN S. SMITH, his wife, TO COUNTERCLAIM AND CROSS-BILL OF COMPLAINT

Filed June 25, 1956

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED

FILED
1956 JUN 25 AM 11:16

Thomas Edward Collison and Etta Mae Collison, his wife,	:	No. 8794 Equity
	:	In the
	:	Circuit Court
vs.	:	for
David W. Collison, etc.	:	Anne Arundel County
	:	

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

Petition to strike out answer of Paul Collison and Lois Collison, his wife, and order of Court thereon

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

To the Honorable, the Judges of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That your Petitioner represents Thomas Edward Collison and Etta Mae Collison, his wife, in the above entitled cause.

2.

That Paul Collison is the son of the aforesaid parties whom your Petitioner represents and Lois Collison is the wife of the said Paul Collison.

3.

That your Petitioner was not fully aware whether the said Thomas Edward Collison and Etta Mae Collison, his wife, also desired him to represent their son. On the 30th day of September, 1955, he filed a joint answer on behalf of the said Thomas Edward Collison and Etta Mae Collison, his wife, and their son and daughter-in-law, Paul Collison and Lois Collison.

4.

That subsequently, W. W. Townshend, a member of the Anne Arundel County Bar, filed an answer for the said Paul Collison and Lois Collison, his wife.

Wherefore, your Petitioner, prays:

1. That an order of Court may be passed striking out the answer of Paul Collison and Lois Collison, his wife, as was filed by your Petitioner.

FILED
1956 JUL 24 AM 9:03

And as in duty bound, etc. LIBER 112 PAGE 477

George B. Woelfel
Petitioner

ORDER OF COURT

Upon the aforegoing petition, it is this 24th day of July, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the answer of Paul Collison and Lois Collison, his wife, which was filed by George B. Woelfel, Esq., be, and the same is hereby stricken from the record.

Benjamin [illegible]
Judge

No. 8794 Equity

Thomas Edward Collison and Etta Mae Collison, his wife,

vs.

David W. Collison, etc.

Petition to strike out answer of Paul Collison and Lois Collison, his wife, and order of Court thereon

Order of Court July 24, 1956

Mr. Clerk:

Please file and lay before the Court.

George B. Woelfel
Petitioner

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

Order FILED
1956 JUL 25 PM 12:29

U. S. MARSHAL'S RETURN OF SERVICE

United States of America

DISTRICT OF COLUMBIA

Thomas E. Collison et al — Clerk's No. _____

vs. — U. S. Marshal No. F 5203

David N. Collison and all persons — Received by U. S. M. 5/8/56 (Date and time)

I hereby certify and return that I served the annexed Counterclaim & Cross-bill of complaint (Writ) order of publication

on the therein-named Elizabeth Smith (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her

personally at 1233 - B St. N.E. (Address—Street number, apartment number) (City) in the said District

at 8:04 ~~a.m.~~ p. m., on the 8 day of May, 1956

CARLTON G. BEALL
United States Marshal.

Marshal's fees $2.00

Mileage ------

By [signature]
Deputy.

I hereby certify and return that I served the annexed _____ (Writ)

on the therein-named _____ (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with _____

personally at _____ (Address—Street number, apartment number) (City) in the said District

at _____ a. m.—p. m., on the _____ day of _____, 19__

Marshal's fees _____

Mileage _____

_____
United States Marshal.

By _____
Deputy.

U. S. GOVERNMENT PRINTING OFFICE 16—68302-1

AND EXECUTION OF AFFIDAVIT

Elizabeth Smith LIBER 112 PAGE 479

25203

NO. 8794 EQUITY

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

Thomas Edward Collison and Etta Mae Collison, his wife, Plaintiffs, versus David W. Collison, etc., Defendants.

B. Raymond Brashears and wife and others, Defendants, Counterclaimants, and Cross-Complainants, versus Thomas Edward Collison and wife and others, Cross-Respondents.

AFFIDAVIT OF SERVICE OF PROCESS

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 9th day of May, in the year nineteen hundred fifty-six, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared GEORGE F. KELLER and made oath in due form of law that he is a Deputy United States Marshal for the District of Columbia and authorized to serve process therein, and that on the 8th day of May, in the year nineteen hundred fifty-six, he served Elizabeth Smith, 1233 "G" Street, Southeast, Washington, District of Columbia, a copy of the attached Counterclaim and Cross-Bill of Complaint, Order of the Circuit Court for Anne Arundel County dated August 26, 1955, and Order of Publication at 8:04 o'clock p. m.

George F. Keller
Deputy United States Marshal

AS WITNESS my hand and seal notarial.

Ann R. Katchmar
Notary Public

Serial A 49983

DISTRICT OF COLUMBIA

To All Whom These Presents Shall Come, Greeting:

I Certify that ANN R. KATCHMAR whose name is subscribed to the accompanying instrument was at the time of signing the same a Notary Public in and for the District of Columbia, and duly commissioned and authorized by the laws of said District of Columbia to take the acknowledgment and proof of deeds or conveyance of lands, tenements, or hereditaments, and other instruments in writing to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature and impression of seal thereon are genuine, after comparison with signature and impression of seal on file in this office.

In Witness Whereof, the Secretary to the Board of Commissioners of the District of Columbia, has hereunto caused the Seal of the District of Columbia to be affixed at the City of Washington, D. C., this 9th day of MAY, 1956

(D. C. SEAL)

Mildred K. Hefler
CHIEF, NOTARY PUBLIC SECTION

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, etc.,

Defendants

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, et al.,

Defendants, Counterclaimants, and Cross-Respondents

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, et al.,

Cross-Respondents

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The counterclaimants and cross-complainants, B. Raymond Brashears and Rose Brashears, his wife, and others, by their solicitors, Marvin I. Anderson and Malcolm B. Smith, respectfully show unto this honorable court that the non-resident cross-respondent, Elizabeth Smith (wife of the cross-respondent, John Burton Smith), who resides at 1233 "G" Street, Southeast, Washington, District of Columbia, has been duly notified in the proper manner by serving upon her a copy of the order of publication passed in this cause on the fourth day of May, 1956, and by serving upon her a copy of the Counterclaim and Cross-Bill of Complaint and Order of the Circuit Court for Anne Arundel County dated August 26, 1955 passed in this cause, all as provided for by Article 16, Section 160 of the Annotated Code of Maryland (1951 edition), as will be seen by an examination of the United States Marshal's Return of Service and Affidavit of Service of Process filed in this cause; but that she has failed to appear, answer, or demur to the counterclaim and cross-bill of complaint in this cause within the time allowed by law or by rule of court; and the counterclaimants and

and cross-complainants therefore petition the court to order the counterclaim and cross-bill of complaint be taken pro confesso as against such cross-respondent, and that this cause shall be proceeded with ex parte as against the said cross-respondent, Elizabeth Smith, wife of the cross-respondent, John Burton Smith.

Marvin I. Anderson

Marvin I. Anderson

Malcolm B. Smith

Malcolm B. Smith
Solicitors for Counterclaimants and Cross-Complainants

ORDER OF COURT

It appearing from the proceedings in this cause that a copy of the order of publication passed in this cause on the fourth day of May, 1956, together with a copy of the Counterclaim and Cross-Bill of Complaint and Order of Court dated August 26, 1955, was personally served upon the non-resident cross-respondent, Elizabeth Smith (wife of the cross-respondent, John Burton Smith) on the ninth day of May, 1956, by the Deputy United States Marshal for the District of Columbia at 1233 "G" Street, Southeast, Washington, District of Columbia, he having authority to serve process within the said District of Columbia, and that the said cross-respondent has failed to comply with the said order of publication by appearing or filing her defense within the time allowed, it is thereupon this 1st day of August, in the year nineteen hundred fifty-six, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered, and decreed that the said counterclaim and cross-bill of complaint be, and the same is hereby, taken pro confesso against the said cross-respondent, Elizabeth Smith, and that this cause be proceeded with ex parte as against her.

Benjamin Michaelson

JUDGE

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON
and wife,
Plaintiffs

versus

DAVID W. COLLISON, et al.,
etc.,
Defendants

Petition for Decree Pro Confesso Against Cross-Respondent, Elizabeth Smith, and Order of Court Thereon.
Order August 1, 1956.

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MD.

LBER 112 PAGE 482

Order FILED
1956 AUG -2 PM 5:04

FILED
1956 AUG -1 PM 2:52

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus NO. 8794 EQUITY

DAVID W. COLLISON, etc.,

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others,

Cross-Respondents

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

NOTICE TO CROSS-RESPONDENTS, PAUL D. COLLISON AND LOIS V. COLLISON, HIS WIFE, TO ADMIT TRUTH OF MATTERS

The counterclaimants and cross-complainants, B. Raymond Brashears and wife and others, by their attorneys, Marvin I. Anderson and Malcolm B. Smith, request that the cross-respondents, Paul D. Collison and Lois V. Collison, his wife, admit the truth of the following matters of fact within fifteen (15) days from the receipt hereof by counsel, pursuant to Part 2 of the General Rules of Practice and Procedure, Discovery Rule 6:

1. That on the Assessment Records of Anne Arundel County immediately prior to October 10, 1938, the real estate involved in these proceedings was assessed in the name of David W. Collison alone and was described only as "20 acres and improvements situated at Mayo", District No. 1, Anne Arundel County, Maryland.

2. That throughout the tax sale proceedings known as "In the Matter of the Tax Sale of the Land of David W. Collison", being

FILED
1956 AUG -7 AM 10:08

Tax Sale No. 4276, recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93, the real estate involved in these proceedings was described only as "20 acres and improvements situated at Mayo, A. A. Co." in the First Election District.

3. That the property involved in these proceedings is separated into two parts, one part lying on the west side of the Mayo State Road and the other part lying on the east side of the Mayo State Road, and that this division existed at the time of the aforementioned tax sale on October 10, 1938.

4. That the late Treasurer of Anne Arundel County, in conducting the hereinbefore described tax sale in these proceedings on October 10, 1938, never offered for sale or attempted to sell any particular portion of this property before he offered the entire tract for sale.

5. That the period of days covered by the published advertisement notices in the aforesaid tax sale proceedings between the first insertion and the last was twenty-four (24) days in the case of one newspaper and twenty-five (25) days in the case of the other instead of twenty-eight (28) days or four full weeks.

6. That in one or more of the newspaper advertisements of the aforesaid tax sale proceedings the property involved in these proceedings was listed in the name of "David W. Collinson" rather than in the form of David W. Collison, although the life tenant's name is correctly spelled "David W. Collison".

7. That David W. Collison had paid the taxes on all real estate in Anne Arundel County assessed to him in the years 1936, 1937, and 1938, with the sole exception of the real estate involved in these proceedings, and that the real estate which is involved in these proceedings was the only property assessed to the said David W. Collison which was sold for the nonpayment of taxes during the years 1936, 1937, and 1938.

8. That the late Treasurer of Anne Arundel County purported to sell the real estate involved in these proceedings for the non-payment of taxes at a tax sale on October 10, 1938, to Minnie E. Collison, who was then the wife of the said David W. Collison; that the said tax sale was purportedly ratified by the Circuit Court for Anne Arundel County on November 2, 1939; and that on December 19, 1939, the late Treasurer of Anne Arundel County and The Board of County Commissioners of Anne Arundel County executed a purported deed in fee-simple for this real estate to the said Minnie E. Collison.

9. That on September 8, 1944, there was issued under the name of the then Treasurer of Anne Arundel County, James A. Walton, a tax sale certificate to the said Minnie E. Collison covering the property involved in these proceedings, and that on September 20, 1944, the said Minnie E. Collison purported to assign the said tax sale certificate to the plaintiffs herein, Thomas E. Collison and wife.

10. That by a deed dated March 2, 1946, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 354, folio 215, the said Thomas Edward Collison and wife purported to convey unto Marshall Barnes and wife lots numbered five, six, seven and eight on "an unrecorded plat of a subdivision of Tom Collison's Property, the portion lying to the north of the Mayo Road, made by J. R. McCrone, Jr.,..., In February, 1946" and as more particularly described in said deed.

11. That by a mortgage dated September 9, 1946, and recorded among the aforesaid land records in Liber J. H. H. No. 381, folio 18, the said Marshall Barnes and wife purported to convey the legal title in and to the aforesaid lots of ground to the cross-respondent herein, The Annapolis Banking and Trust Company, which mortgage is still unreleased of record.

12. That before the said Marshall Barnes and wife executed the aforementioned mortgage, they had begun construction of a two-story stucco on cinder block dwelling house located on the aforementioned lots of ground and had in fact completed a substantial portion of said dwelling house when the said Frances W. Barnes was informed during a telephone conversation with William W. Townshend, Jr., Esquire, attorney for the aforesaid mortgagee, that the tax title to the aforesaid lots of ground was defective; and that the said Marshall Barnes and wife decided to finish the construction of said dwelling house notwithstanding the title defect because the said Barnes and wife felt that they had already spent too much money on the said dwelling house to stop work thereon.

13. That in the fall of 1949 and in the early part of 1950 the father of Paul D. Collison, the said Thomas Edward Collison, wished to sell certain lots of the real estate involved in these proceedings for commercial development near the lots which had been purportedly conveyed as aforesaid to the said Marshall Barnes and wife; but that the said Marshall Barnes and wife objected to the establishment of stores and commercial enterprises near their home.

14. That about this time in 1949 the said Marshall Barnes and wife had their house and the aforesaid lots of ground listed for sale with Clarence A. Remaley, real estate agent, and that in part at least for the purpose of promoting the sale for commercial purposes of some of the real estate involved in these proceedings, the said Thomas E. Collison pursuaded his said son, Paul D. Collison, to purchase the Barnes house and the aforesaid lots of ground; that a contract of sale for the said house and lots was entered into between the said Barnes and wife as vendors and the said Paul D. Collison as vendee, dated January 5, 1950; that under the terms of said contract of sale, the sale price for said house and lots was

$11,500.00, and the said Paul D. Collison agreed to assume the payment of the balance of $9,500.00 on the aforesaid existing mortgage in favor of The Annapolis Banking and Trust Company as part of the aforesaid sale price.

15. That on or about January 19, 1950, settlement of the said sale from Barnes and wife to Paul D. Collison took place in the office of William W. Townshend, Jr., Esquire, the aforesaid attorney who had represented the said mortgagee in 1946 when the said mortgage was placed on record; and that present at the settlement in addition to the said Barnes and wife and Paul D. Collison was the said Thomas E. Collison, father of Paul D. Collison.

16. That on the date of the above settlement, or earlier, the said Marshall Barnes and wife received in cash or check approximately $2,000.00 under the terms of the contract of sale for the said premises.

17. That by deed dated January 19, 1950, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 554, folio 352, the said Marshall Barnes and wife purported to convey the hereinbefore described lots of ground and the improvement thereon to the said Paul D. Collison and wife in fee-simple as tenants by the entireties.

18. That before the cross-respondents, Paul D. Collison and wife, received the aforesaid purported deed to the said lots of ground, the said cross-respondents never had an examination or certification of title to said lots made.

19. That before or at the time the said cross-respondents, Paul D. Collison and wife, received the aforesaid purported deed dated January 19, 1950, the said Paul D. Collison had knowledge that the real estate involved in these proceedings was tax sale property in which David W. Collison had only a life estate, that he allowed

the same to be sold for the nonpayment of taxes in 1938, that the said Minnie E. Collison had been named as the purchaser thereof at the tax sale, and that shortly thereafter she received a purported tax sale deed therefor.

20. That before or at the time the cross-respondents, Paul D. Collison and wife, received the aforesaid purported deed dated January 19, 1950, they had received information or heard reports to the effect that the tax sale title to the said real estate involved in these proceedings which was held by the father and mother of the said Paul D. Collison might be defective.

21. That beginning in September, 1950, following the death on or about July 30, 1950, of the life tenant of the property involved in these proceedings, the cross-complainant, Myrtle Collison Young, and the cross-respondent, Ruby S. Smith, consulted R. Tilghman Brice, Esquire, an Annapolis, Maryland, attorney, on several occasions for the purpose of establishing their rights in the aforesaid real estate; and that these consultations covered a period of time from six to twelve months thereafter; and that shortly thereafter the cross-complainants and some of the cross-respondents herein retained Marvin I. Anderson for the purpose of establishing their rights in the aforesaid real estate.

Marvin I. Anderson

Marvin I. Anderson

Malcolm B. Smith

Malcolm B. Smith
Attorneys for Cross-Complainants

I hereby certify that on this 7th day of August, 1956, I mailed a copy of the aforegoing Notice to Admit Truth of Matters to William W. Townshend, Jr., Esquire, Towns-Worth Building, Annapolis, Anne Arundel County, Maryland, attorney for the cross-respondents, Paul D. Collison and Lois V. Collison, his wife.

Marvin I. Anderson

Attorney for Cross-Complainants

LIBER 112 PAGE 489

NO. 8794 EQUITY

IN

THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON
and wife,
Plaintiffs

versus

DAVID W. COLLISON, etc.,

Defendants

NOTICE TO CROSS-RESPONDENTS
PAUL D. COLLISON AND LOIS V.
COLLISON, HIS WIFE, TO
ADMIT TRUTH OF MATTERS

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MD.

Filed 7 Aug., 1956, at 10:05 A.M.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, etc.,

Defendants

* * * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others

Counterclaimants and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others

Cross-Respondents

* * * * * * * * * *

NOTICE TO CROSS-RESPONDENTS, THOMAS EDWARD COLLISON AND ETTA MAE COLLISON, HIS WIFE, TO ADMIT TRUTH OF MATTERS

The counterclaimants and cross-complainants, B. Raymond Brashears and wife and others, by their attorneys, Marvin I. Anderson and Malcolm B. Smith, request that the cross-respondents, Thomas Edward Collison and Etta Mae Collison, his wife, admit the truth of the following matters of fact within fifteen (15) days from the receipt hereof by counsel, pursuant to Part 2 of the General Rules of Practice and Procedure, Discovery Rule 6:

1. That on the Assessment Records of Anne Arundel County immediately prior to October 10, 1938, the real estate involved in these proceedings was assessed in the name of David W. Collison alone and was described only as "20 acres and improvements situated at Mayo", District No. 1, Anne Arundel County, Maryland.

2. That throughout the tax sale proceedings known as "In the Matter of the Tax Sale of the Land of David W. Collison", being Tax Sale No. 4276, recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93, the real estate involved in these proceedings was described only as "20 acres and

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improvements situated at Mayo, A. A. Co." in the First Election District.

3. That the property involved in these proceedings is separated into two parts, one part lying on the west side of the Mayo State Road and the other part lying on the east side of the Mayo State Road, and that this division existed at the time of the Aforesaid tax sale on October 10, 1938.

4. That the late Treasurer of Anne Arundel County, in conducting the hereinbefore described tax sale in these proceedings on October 10, 1938, never offered for sale or attempted to sell any particular portion of this property before he offered the entire tract for sale.

5. That the period of days covered by the published advertisement notices in the aforesaid tax sale proceedings between the first insertion and the last was twenty-four (24) days in the case of one newspaper and twenty-five (25) days in the case of the other instead of twenty-eight (28) days or four full weeks.

6. That in one or more of the newspaper advertisements of the aforesaid tax sale proceedings the property involved in these proceedings was listed in the name of "David W. Collinson" rather than in the form of David W. Collison, although the life tenant's name is correctly spelled "David W. Collison".

7. That David W. Collison had paid the taxes on all real estate in Anne Arundel County assessed to him in the years 1936, 1937, and 1938, with the sole exception of the real estate involved in these proceedings, and that the real estate which is involved in these proceedings was the only property assessed to the said David W. Collison which was sold for the nonpayment of taxes during the years 1936, 1937, and 1938.

8. That the late Treasurer of Anne Arundel County purported to sell the real estate involved in these proceedings for the nonpayment of taxes at a tax sale on October 10, 1938, to Minnie E. Collison, who was then the wife of the said David W. Collison; that the said tax sale was purportedly ratified by the Circuit

Court for Anne Arundel County on November 2, 1939; and that on December 19, 1939, the late Treasurer and The Board of County Commissioners of Anne Arundel County executed a purported deed in fee-simple for this real estate to the said Minnie E. Collison.

9. That on September 8, 1944, there was issued under the name of the then Treasurer of Anne Arundel County, James. A. Walton, a tax sale certificate to the said Minnie E. Collison covering the property involved in these proceedings, and that on September 20, 1944, the said Minnie E. Collison purported to assign the said tax sale certificate to the plaintiffs herein, Thomas E. Collison and wife.

10. That by a purchase money mortgage dated February 3, 1950, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 556, folio 413, the cross-respondents, Harry Orme and Cora V. Orme, his wife, purported to mortgage lots numbered seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), and twenty-five (25) on "an unrecorded plat of a subdivision of Tom Collison's Property, the portion lying to the north of the Mayo Road, made by J. R. McCrone, Jr.,...., in February, 1946" to the cross-respondents, Thomas Edward Collison and Etta Mae Collison, his wife, as tenants by the entireties, which mortgage is still unreleased of record.

11. That in the fall of 1949 and in the early part of 1950, the said Thomas Edward Co lison wished to sell certain lots of the real estate involved in these proceedings for commercial development near the lots which had been purportedly conveyed by the said Collison and wife to Marshall Barnes and wife; but that the said Marshall Barnes and wife objected to the establishment of stores and commercial enterprises near their home.

12. That about this time in 1949 the said Marshall Barnes and wife had their house and the lots on which same are located, same being a portion of the real estate involved in these proceedings, listed for sale with Clarence A. Remaley, real estate agent,

and that in part at least for the purpose of promoting the sale for commercial purposes of some of the real estate involved in these proceedings, the said Thomas E. Collison pursuaded his son, Paul D. Collison, to purchase the Barnes house and lots of ground; that a contract of sale for the said house and lots was entered into between the said Barnes and wife as vendors and the said Paul D. Collison and wife as vendees, dated January 5, 1950; that under the terms of said contract of sale, the sale price for said house and lots was $11,500.00, and the said Paul D. Collison and wife agreed to assume the payment of the balance of $9,500.00 on an existing mortgage on said lots in favor of The Annapolis Banking and Trust Company as part of the aforesaid sale price.

13. That on or about January 19, 1950, settlement of the said sale from Barnes and wife to Paul D. Collison and wife took place in the office of William W. Townshend, Jr., Esquire, the attorney who had represented the mortgagee in 1946 when the said mortgage was placed on record; and that present at the settlement in addition to the said Barnes and wife and Paul D. Collison was the said Thomas E. Collison, father of Paul D. Collison.

14. That on the date of the above settlement, or earlier, the said Marshall Barnes and wife received in cash or check approximately $2,000.00under the terms of the contract of sale for the said premises.

15. That in the year 1944, prior to September 20, 1944 (when the aforesaid tax sale certificate was assigned by the said Minnie E. Collison to the cross-respondents, Thomas Edward Collison and wife) the said cross-respondents negotiated for the sale of all of the real estate involved in these proceedings with the said life tenant, David W. Collison, and not with any other person.

16. That immediately prior to September 20, 1944, the said cross-respondent, Thomas Edward Collison, had a conversation with the cross-complainant herein, B. Raymond Brashears; and that the substance of the conversation on this occasion was that the said B. Raymond Brashears told the said Thomas Edward Collison that the life tenant, David W. Collison, had then recently tried to interest

him, Brashears, in purchasing the real estate involved herein, that he, Brashears, had consulted an attorney who informed him on that occasion that he could not acquire good title thereto and advised him not to purchase the same, and on the occasion of the conversation with Thomas Edward Collison the said Brashears advised the said Collison not to buy the property and that if he did he, Collison, would be foolish.

17. That between the time in 1946 when Marshall Barnes and wife had constructed a house on part of the real estate involved in these proceedings and the time in 1949 when Harry Orme and wife began construction of an improvement on part of said real estate, the said Thomas Edward Collison negotiated with Gordon Waters Lee, of Edgewater, Anne Arundel County, Maryland, for the sale of a portion of said real estate; that the said Gordon Waters Lee then immediately consulted with William W. Townshend, Jr., Esquire, an attorney (who had represented the cross-respondent, The Annapolis Banking and Trust Company, when that Bank had accepted a mortgage in 1946 from Marshall Barnes and wife on part of said real estate); and that on this occasion William W. Townshend, Jr., Esquire, advised the said Gordon Waters Lee of his opinion as to the condition of the title to said real estate, as a result of which advice the said Gordon Waters Lee refused to consummate the sale, stating to the said Thomas Edward Collison as his reason therefor that the title to said property defective.

18. That on July 10, 1950, the cross-respondent, Thomas Edward Collison, applied for a building permit from the County Commissioners of Anne Arundel County in order to construct a cinderblock addition to an already existing two-story store, dimensions of the addition to be twenty (20) feet by thrity (30) feet, on a portion of the real estate involved in these proceedings; that the estimated cost for the construction of said addition as listed in the application was $1,800.00; that the building permit for the construction of said addition was granted on July 11, 1950; and that construction of said addition was completed during the year 1953.

19. That before or at the time the said cross-respondents, Thomas Edward Collison and wife, filed their bill of complaint in

this case in 1944, they had knowledge that the real estate involved in these proceedings was tax sale property in which David W. Collison had only a life estate, that he allowed the same to be sold for nonpayment of taxes in 1938, that the said Minnie E. Collison had been named as the purchaser thereof at the tax sale, and that shortly thereafter she received a purported tax sale deed therefor.

20. That beginning in September, 1950, following the death on or about July 30, 1950, of the life tenant of the property involved in these proceedings, the cross-complainant, Myrtle Collison Young, and the cross-respondent, Ruby S. Smith, consulted R. Tilgman Brice, Esquire, an Annapolis, Maryland, attorney, on several occasions for the purpose of establishing their rights in the aforesaid real estate; that these consultations covered a period of time from six to twelve months thereafter; and that shortly thereafter the cross-complainants and some of the cross-respondents herein retained Marvin I. Anderson for the purpose of establishing their rights in the aforesaid real estate.

Marvin I. Anderson

Marvin I. Anderson

Malcolm B. Smith

Malcolm B. Smith
Attorneys for Cross-Complainants

I hereby certify that on this 7th day of ~~July~~ August 1956, I mailed a copy of the aforegoing Notice to Admit Truth of Matters to George B. Woelfel, Esquire, School Street, Annapolis, Anne Arundel County, Maryland, attorney for the cross-respondents, Thomas Edward Collison and Etta Mae Collison, his wife.

Marvin I. Anderson

Attorney for Cross-Complainants

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NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON
and wife,
Plaintiffs

versus

DAVID W. COLLISON, etc.,
Defendants

NOTICE TO CROSS-RESPONDENTS, THOMAS EDWARD COLLISON AND WIFE, TO ADMIT TRUTH OF MATTERS

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MD.

Filed 7 Aug. 1956 at 10 A.M.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, etc.,

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others,

Cross-Respondents

* * * * * * * *

NOTICE TO CROSS-RESPONDENTS, J. D. HEDIN AND EMMA J. HEDIN, HIS WIFE, TO ADMIT TRUTH OF MATTERS

The counterclaimants and cross-complainants, B. Raymond Brashears and wife and others, by their attorneys, Marvin I. Anderson and Malcolm B. Smith, request that the cross-respondents, J. D. Hedin and Emma J. Hedin, his wife, admit the truth of the following matters of fact within fifteen (15) days from the receipt hereof by counsel, pursuant to Part 2 of the General Rules of Practice and Procedure, Discovery Rule 6:

1. That on the Assessment Records of Anne Arundel County immediately prior to October 10, 1938, the real estate involved in these proceedings was assessed in the name of David W. Collison alone and was described only as "20 acres and improvements situated at Mayo", District No. 1, Anne Arundel County, Maryland.

2. That throughout the tax sale proceedings known as "In the Matter of the Tax Sale of the Land of David W. Collison", being Tax Sale No. 4276, recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93, the real estate involved in these proceedings was described only as "20 acres and improvements situated at Mayo, A. A. Co." in the First Election District.

3. That the property involved in these proceedings is separated into two parts, one part lying on the west side of the Mayo State Road and another part lying on the east side of the Mayo State Road, and that this division existed at the time of the aforesaid tax sale on October 10, 1938.

4. That the late Treasurer of Anne Arundel County, in conducting the hereinbefore described tax sale in these proceedings on October 10, 1938, never offered for sale or attempted to sell any particular portion of this property before he offered the entire tract for sale.

5. That the period of days covered by the published advertisement notices in the aforesaid tax sale proceedings between the first insertion and the last was twenty-four (24) days in the case of one newspaper and twenty-five (25) days in the case of the other instead of twenty-eight (28) days or four full weeks.

6. That in one or more of the newspaper advertisements of the aforesaid tax sale proceedings the property involved in these proceedings was listed in the name of "David W. Collinson" rather than in the form of David W. Collison, although the life tenant's name is correctly spelled "David W. Collison".

7. That David W. Collison had paid the taxes on all real estate in Anne Arundel County assessed to him in the years 1936, 1937, and 1938, with the sole exception of the real estate involved in these proceedings and that the real estate which is involved in these proceedings was the only property assessed to the said David W. Collison which was sold for the nonpayment of taxes during the years 1936, 1937, and 1938.

8. That the late Treasurer of Anne Arundel County purported to sell the real estate involved in these proceedings for the nonpayment of taxes ata tax sale on October 10, 1938, to Minnie E. Collison, who was then the wife of the said David W. Collison; that the said tax sale was purportedly ratified by the Circuit Court for Anne Arundel County on November 2, 1939; and that on December 19, 1939, the late Treasurer of Anne Arundel County and The Board of County Commissioners of Anne Arundel County executed a purported deed in fee-simple for

this real estate to the said Minnie E. Collison.

9. That on September 8, 1944, there was issued under the name of the then Treasurer of Anne Arundel County, James A. Walton, a tax sale certificate to the said Minnie E. Collison covering the property involved in these proceedings, and that on September 20, 1944, the said Minnie E. Collison purported to assign the said tax sale certificate to the plaintiffs herein, Thomas E. Collison and wife.

10. That on April 4, 1950, the cross-respondent, J. D. Hedin, applied for a building permit from the County Commissioners of Anne Arundel County in order to construct a one-and-one-half story brick dwelling, dimensions thirty-one feet by twenty-four feet, on that portion of the property involved in these proceedings which was purportedly conveyed to said Hedin by deed dated February 3, 1950, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 556, folio 410; that the contract price for the construction of said improvement as listed in the application was $9,500.00; that the building permit for the construction of said improvement was granted on April 4, 1950; that construction of said improvement by the said Hedin commenced on or about April 4, 1950; and that the construction of said improvement was completed by approximately September 15, 1950.

11. That on March 10, 1950, the cross-respondent, J. D. Hedin, applied for a building permit from the County Commissioners of Anne Arundel County in order to construct a cinder block and brick building, dimensions thirty-six feet by fifty-six feet, on that portion of the property involved in these proceedings which was purportedly conveyed to said Hedin by deed dated February 3, 1950, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 556, folio 410; that the contract price for the construction of said improvement as listed in the application was $4,000.00; that the building permit for the construction of said improvement was granted on May 9, 1950; that construction of said improvement by the said Hedin commenced on or about March 10, 1950;

and that the construction of said improvement was completed by approximately October, 1950.

12. That before the cross-respondent, J. D. Hedin, received the aforesaid purported deed to a portion of the real estate involved in these proceedings bearing the date of February 28, 1950, the said cross-respondent never had an examination of title made to said portion of real estate.

13. That before the cross-respondent, J. D. Hedin, began construction of the two aforementioned improvements upon the aforesaid portion of real estate, and during said construction, the said cross-respondent never had an examination of title made to said portion of real estate.

14. That beginning in September, 1950, following the death on or about July 30, 1950, of the life tenant of the property involved in these proceedings, the cross-complainant, Myrtle Collison Young, and the cross-respondent, Rudy S. Smith, consulted R. Tilghman Brice, Esquire, an Annapolis, Maryland, attorney, on several occasions for the purpose of establishing their rights in the aforesaid real estate; that these consultations covered a period of time from six to twelve months thereafter; and that shortly thereafter the cross-complainants and some of the cross-respondents herein retained Marvin I. Anderson for the purpose of establishing their rights in the aforesaid real estate.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Cross-Complainants

I hereby certify that on this 9th day of July, 1956, I mailed a copy of the aforegoing Notice to Admit Truth of Matters to Arthur G. Lambert, Esquire, Lambert, Hart & Northrop, 209-216 Munsey Building, Washington 4, District of Columbia, attorney for the cross-respondents, J. D. Hedin and Emma J. Hedin, his wife.

Marvin I. Anderson
Attorney for Cross-Complainants.

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR
~~ANNE ARUNDEL COUNTY~~

THOMAS EDWARD COLLISON
and wife,

Plaintiffs

versus

DAVID W. COLLISON, etc.,

Defendants

NOTICE TO CROSS-RESPONDENTS, J. D. HEDIN AND EMMA J. HEDIN, HIS WIFE, TO ADMIT TRUTH OF MATTERS

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ANDERSON AND ANDERSON
ATTORNEYS AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

NO. 8794 EQUITY

DAVID W. COLLISON, etc.,

Defendants

****

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others,

Cross-Respondents

****

NOTICE TO CROSS-RESPONDENTS, HARRY ORME and CORA ORME, HIS WIFE, TO ADMIT TRUTH OF MATTERS

The counterclaimants and cross-complainants, B. Raymond Brashears and wife and others, by their attorneys, Marvin I. Anderson and Malcolm B. Smith, request that the cross-respondents, Harry Orme and Cora Orme, his wife, admit the truth of the following matters of fact within fifteen (15) days from the receipt hereof by counsel, pursuant to Part 2 of the General Rules of Practice and Procedure, Discovery Rule 6:

1. That on the Assessment Records of Anne Arundel County immediately prior to October 10, 1938, the real estate involved in these proceedings was assessed in the name of David W. Collison alone and was described only as "20 acres and improvements situated at Mayo", District No. 1, Anne Arundel County, Maryland.

2. That throughout the tax sale proceedings known as "In the Matter of the Tax Sale of the Land of David W. Collison", being Tax Sale No. 4276, recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93, the real estate involved in these proceedings was described only as "20 acres and improvements situated at Mayo, A. A. Co." in the First Election District,

3. That the property involved in these proceedings is separated into two parts, one part lying on the west side of the Mayo State Road and another part lying on the east side of the Mayo State Road, and that this division existed at the time of the aforesaid tax sale on October 10, 1938.

4. That the late Treasurer of Anne Arundel County, in conducting the hereinbefore described tax sale in these proceedings on October 10, 1938, never offered for sale or attempted to sell any particular portion of this property before he offered the entire tract for sale.

5. That the period of days covered by the published advertisement notices in the aforesaid tax sale proceedings between the first insertion and the last was twenty-four (24) days in the case of one newspaper and twenty-five (25) days in the case of the other, instead of twenty-eight (28) days or four full weeks.

6. That in one or more of the newspaper advertisements of the aforesaid tax sale proceedings the property involved in these proceedings was listed in the name of "David W. Collinson" rather than in the form of David W. Collison, although the life tenant's name is correctly spelled "David W. Collison".

7. That David W. Collison had paid the taxes on all real estate in Anne Arundel County assessed to him in the years 1936, 1937, and 1938, with the sole exception of the real estate involved in these proceedings and that the real estate which is involved in these proceedings was the only property assessed to the said David W. Collison which was sold for the nonpayment of taxes during the years 1936, 1937, and 1938.

8. That the late Treasurer of Anne Arundel County purported to sell the real estate involved in these proceedings for the nonpayment of taxes at a tax sale on October 10, 1938, to Minnie E. Collison, who was then the wife of the said David W. Collison; that the said tax sale was purportedly ratified by the Circuit Court for Anne Arundel County on November 2, 1939; and that on December 19,

1939, the late Treasurer and The Board of County Commissioners of Anne Arundel County executed a purported deed in fee-simple for this real estate to the said Minnie E. Collison.

9. That on September 8, 1944, there was issued under the name of the then Treasurer of Anne Arundel County, James A. Walton, a tax sale certificate to the said Minnie E. Collison covering the property involved in these proceedings, and that on September 20, 1944, the said Minnie E. Collison purported to assign the said tax sale certificate to the plaintiffs herein, Thomas E. Collison and wife.

10. That on September 7, 1949, the cross-respondent, Harry Orme, applied for a building permit from the County Commissioners of Anne Arundel County in order to construct a one-story cinder block building, dimensions forty (40) feet by fifty (50) feet on that portion of the property involved in these proceedings which was purportedly conveyed to said Orme and wife by deed dated February 3, 1950, and recorded among the land records of Anne Arundel County, Maryland in Liber J. H. H. No. 556, folio 410; that the contract price for the construction of said improvement as listed in the application was $5,500.00; that the building permit for the construction of said improvement was granted on September 13, 1949; that construction of said improvement by the said Orme commenced on or about September 13, 1949; that the roof on said improvement was completed by about January 5, 1950; and that the construction of the said improvement was completed by approximately April 1, 1950.

11. That although the cross-respondent, Harry Orme, began construction of the aforementioned improvement on or about September 13, 1949, and continued to erect said improvement thereafter, he and his wife did not receive the aforementioned deed to the property upon which said improvement was being constructed until February 3, 1950.

12. That before the cross-respondent, Harry Orme, began construction of the aforesaid improvement on or about September 13, 1949, the said Harry Orme one day entered the store operated at

Mayo in the vicinity of the property involved herein by the cross-respondent, Mildred Mae Parks, and informed Mrs. Parks that he, Orme, would soon be her neighbor, that he was going to build a milk bar up the road from her, and that thereupon the said Mildred Mae Parks told the said Orme, "Aren't you afraid to take a chance on that piece of property, someday it will right itself, and I am afraid you're doing the wrong thing", that the said Mildred Mae Parks told the said Orme on that occasion that she did not think he, Orme, had good title to the aforesaid property and that she had an interest in said property.

13. That the piece of property referred to in this conversation is the same property upon which the said Harry Orme thereafter erected the aforementioned improvement and which was purportedly conveyed to the said Orme and wife by the deed last hereinbefore mentioned.

14. That before the cross-respondent, Harry Orme, began construction of the aforesaid improvement on or about September 13, 1949, the said Harry Orme applied to The J. F. Johnson Lumber Company of Annapolis, Maryland, for a mortgage on the portion of the real estate involved in these proceedings which was purportedly conveyed to the said Orme and wife by deed dated February 3, 1950, recorded as aforesaid, in order to partially finance construction of the aforesaid improvement thereon, but that shortly thereafter, still before actual construction began on or about September 13, 1949, C. Carroll Lee, vice-president of The J. F. Johnson Lumber Company, informed the said Harry Orme that the Lumber Company would not make a loan or take a mortgage on the security of the aforesaid portion of property because the attorney for the Lumber Company would not pass the title thereto and that said property was tax sale property and the title thereto defective.

15. That on the same occasion the said C. Carroll Lee informed the cross-respondent, Harry Orme, that the Lumber Company would make a loan to the said Orme on certain real estate located at Woodland Beach owned by the said Orme and would furnish the

lumber and building material to be used in constructing the aforesaid improvement on the aforesaid portion of property located at Mayo; that the said Orme and wife mortgaged the property at Woodland Beach to the Lumber Company by a mortgage bearing the date of November 16, 1949, which date is over two months before the said Orme and wife received the aforesaid deed to the aforementioned portion of property at Mayo; and that beginning in November, 1949, the said Lumber Company delivered lumber and building supplies to the aforesaid portion of property at Mayo which were used in the construction of the aforedescribed improvement.

16. That before the cross-respondents, Harry Orme, and wife, received the aforesaid purported deed to a portion of the real estate involved in these proceedings, bearing the date of February 3, 1950, the said cross-respondents never had an examination of title made to said portion of real estate.

17. That after the aforedescribed conversation with Mildred Mae Parks concerning the title to said real estate, the cross-respondent, Harry Orme, discussed the title with the plaintiff and cross-respondent, Thomas E. Collison, who told the said Orme that he, Collison, had clear title to the property from the court.

18. That beginning in September, 1950, following the death on or about July 30, 1950 of the life tenant of the property involved in these proceedings, the cross-complainant, Myrtle Collison Young, and the cross-respondent, Ruby S. Smith, consulted R. Tilghman Brice, Esquire, an Annapolis, Maryland, attorney, on several occasions for the purpose of establishing their rights in the aforesaid real estate; that these consultations covered a period of time from six to twelve months thereafter; and that shortly thereafter the cross-complainants and some of the cross-respondents herein retained Marvin I. Anderson for the purpose of establishing their rights in the aforesaid real estate.

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Cross-Complainants

I hereby certify that on this 7th day of July, 1956, I mailed a copy of the aforegoing Notice to Admit Truth of Matters to C. Maurice Weidemeyer, Esquire, and Basil E. Moore, Jr., Esquire, 236 Main Street, Annapolis, Maryland, attorneys for the cross-respondents, Harry Orme and Cora Orme, his wife.

Marvin I. Anderson
Attorney for Cross-Complainants

NO. 8794 EQUITY
IN
THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and wife,
Plaintiffs

versus

DAVID W. COLLISON, etc.,
Defendants

NOTICE TO CROSS-RESPONDENTS, HARRY ORME AND CORA ORME, HIS WIFE, TO ADMIT TRUTH OF MATTERS

Aug 9, 1956

ANDERSON AND ANDERSON
ATTORNEYS AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

FILED
1956 AUG -9 AM 10:19

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

Plaintiffs

vs. No. 8794 EQUITY

DAVID W. COLLISON, etc.

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

vs.

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others

Cross-Respondents

ANSWER TO REQUEST FOR ADMISSION OF FACTS
UNDER PART II, RULE 6

Comes now, J. D. Hedin and Emma J. Hedin, his wife, and for answer to "Notice to Cross-Respondents, J. D. Hedin and Emma J. Hedin, His Wife, To Admit Truth of Matters", having been first duly sworn, on oath depose and say:

1. That the facts averred in Paragraph 1 are admitted to be true.

2. That the facts averred in Paragraph 2 are admitted to be true.

3. That the facts averred in Paragraph 3 are admitted to be true.

4. That according to the information available to your affiants, the statement of facts made in Paragraph 4 are believed to be true.

5. Your affiants, although they have caused reasonable search to be made, are advised that they are not able to determine the correctness of the statements made in this Paragraph 5, and therefore, can neither admit nor deny said statements; and further

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

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POPLAR 2-2340

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your affiants are advised that even if the facts stated in said Paragraph 5 are true that they are immaterial since the property was advertised once each week for four successive weeks and, accordingly, the statute was complied with.

6. That the fact stated in Paragraph 6, according to information obtained by your affiants, is true; and further your affiants are advised that even if the said fact is true that it is immaterial since the property itself was properly identified.

7. Your affiants, although they have caused reasonable search to be made, are advised that they are not able to determine the correctness of the statements made in this Paragraph 7, and therefore, can neither admit nor deny said statements.

8. That your affiants admit the statement of facts contained in Paragraph 8; and further say that the sale was not only purportedly ratified but was ratified in the Circuit Court for Montgomery County on the day and year stated and a fee simple deed was in fact executed by the County Commissioners of Anne Arundel County and delivered to the party named therein.

9. That your affiants admit the statements made in Paragraph 9 and say that Minnie E. Collison did assign the tax certificate to Thomas E. Collison and wife.

10. That your affiants admit the facts contained in Paragraph 10, but deny that their estimate of the cost of the building made before construction to obtain a building permit is either relevant or material to any issues in this cause.

11. That your affiants admit the facts contained in Paragraph 11, but deny that their estimate of the cost of the building made before construction to obtain a building permit is either relevant or material to any issues in this cause.

12. That the statements made in Paragraph 12 are admitted, but affiants are advised that they are irrelevant and immaterial.

13. That the statements made in Paragraph 13 are admitted, but affiants are advised that they are irrelevant and immaterial.

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
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POPLAR 2-2340

14. That the facts stated therein are admitted to be true.

J. D. Hedin

Emma J. Hedin

I, a Notary Public in and for the District of Columbia hereby certify that J. D. Hedin and Emma J. Hedin, his wife, appeared before me on this 20 day of August, 1956, and stated that they had read the aforegoing "Answer to Request for Admission of Facts Under Part II, Rule 6" subscribed by them and that the facts therein stated they verily believe to be true.

Harriet L. Snyder
Notary Public

My Commission Expires January 31, 1958

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of August, 1956, I mailed, postage prepaid, a copy of the aforegoing "Answer to Request for Admission of Facts Under Part II, Rule 6" to Marvin I. Anderson, Esq., 20-U West Street, Annapolis, Maryland, attorney for the Cross-Complainants.

Arthur G. Lambert

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

KELLEY BLDG.
ROCKVILLE, MD.
POPLAR 2-2340

THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife,	*	IN THE
Plaintiffs	*	
vs.	*	CIRCUIT COURT
DAVID W. COLLISON, etc.,	*	
Defendants	*	FOR
* * * * * * * * * * * * * * * * * *	*	
	*	ANNE ARUNDEL COUNTY
B. RAYMOND BRASHEARS and ROSE BRASHEARS, his wife, and others,	*	
Counterclaimants and Cross-Complainants	*	IN EQUITY
vs.	*	
THOMAS EDWARD COLLISON and ETTA MAE COLLISON, his wife, and others,	*	EQUITY NO. 8794
Cross-Respondents	*	

*****

ANSWER TO NOTICE OF CROSS-RESPONDENTS, HARRY ORME and CORA ORME, HIS WIFE, TO ADMIT TRUTH OF MATTERS

The Answer of Cross-Respondents, Harry Orme and Cora Orme, his wife, to Cross-Complainants' notice to Cross-Respondents, Harry Orme and Cora Orme, his wife, to admit truth of matters, respectfully shows as follows:

1. The Cross-Respondents, Harry Orme and Cora Orme, his wife, admit the truth of the matters contained in paragraphs 1, 2, 3, 4, 6, 8, 10, 11, 15 and 18 as set out in Cross-Complainants' notice to said Cross-Respondents.

2. That they deny the truth of the matters contained in paragraph 5 and further say that same are irrelevant as an inspection of the Certificates of Publication concerning said newspaper advertisements filed herein shows that the law was complied with in

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that the advertisements ran in said newspapers for a period of four successive weeks.

3. That they neither admit nor deny the truth of the matters contained in paragraph 7, that they have no personal knowledge of the information contained therein nor are the County tax records involved for these years readily available for their examination.

4. That they admit the truth of the matters contained in paragraphs 8, 9 and 16, except as to the implication conveyed by the use of the word "purported" as used in said paragraphs.

5. They deny the truth of the matters contained in paragraph 12 and say that Mildred Mae Parks did not make such a statement to Harry Orme.

6. They deny the truth of the matters contained in paragraph 13 for the same reason as their denial of the truth of the matters contained in paragraph 12.

7. They deny the truth of the matters contained in paragraph 14 for the reason that C. Carroll Lee did not inform Harry Orme as to the exact reason why the J. F. Johnson Lumber Company would not give Orme a mortgage on said property.

8. They deny the truth of the matters contained in paragraph 17 as to the implication concerning "the aforedescribed conversation with Mildred Mae Parks". On the other hand, Harry Orme did discuss the title with the Plaintiff and Cross-Respondent, Thomas E. Collison, who told him that he, Collison, had clear title to the property from the Court.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Harry Orme
Harry Orme

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Attorneys for Cross-Respondents

Cora Orme
Cora Orme
Cross-Respondents

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of August, 1956, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harry Orme and Cora Orme, his wife, Cross-Respondents herein, and made oath in due form of law that the Answers contained in the aforegoing "Answer to Notice of Cross-Respondents, Harry Orme and Cora Orme, his wife, to Admit Truth of Matters" are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Harry S. Orme
Notary Public

I hereby certify that on this 22nd day of August, 1956, I mailed, postage pre-paid, a copy of the foregoing "Answer to Notice of Cross-Respondents, Harry Orme and Cora Orme, his wife, to Admit Truth of Matters" to Marvin I. Anderson, Esquire and Malcom B. Smith, Esquire, Attorneys for Cross-Complainants, 20 U. West Street, Annapolis, Maryland.

Harry S. Orme

EQUITY NO. 8794

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

COLLISON vs. COLLISON, etc.
* * * *
BRASHEARS vs. COLLISON, etc.

ANSWER TO NOTICE OF CROSS-RESPONDENTS, HARRY ORME and CORA ORME, his wife, TO ADMIT TRUTH OF MATTERS

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

Filed 22 Aug 1956.

LIBER 112 PAGE 513

LAW OFFICES
LAMBERT, HART & NORTHROP
209-218 MUNSEY BUILDING
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

MONTGOMERY COUNTY OFFICE
KELLEY BUILDING, ROCKVILLE, MD.
POPLAR 2-2340

ARTHUR G. LAMBERT
GEORGE L. HART, JR.
EDWARD S. NORTHROP

WALTER S. FURLOW, JR.

August 22, 1956

Mr. John H. Hopkins, III, Clerk
Circuit Court for Anne Arundel County
Annapolis, Maryland

Re: Collison vs. Brashears, et al
Equity No. 8794

Dear Sir:

I am enclosing herewith Motion to Substitute Charles J. Trabing and Lois J. Trabing, His Wife, for J. D. Hedin and Emma J. Hedin, His Wife, In the Above Cause and Consent to be Substituted as Parties.

We would appreciate your filing same in this cause.

Very sincerely,

Arthur G. Lambert

ARTHUR G. LAMBERT

AGL:bc
encls.-2

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

Plaintiffs

vs. No. 8794 EQUITY

DAVID W. COLLISON, et al

Defendants

* *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

vs.

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others

Cross-Respondents

MOTION TO SUBSTITUTE CHARLES J. TRABING AND LOIS J. TRABING, HIS WIFE, FOR J. D. HEDIN AND EMMA J. HEDIN, HIS WIFE, IN THE ABOVE CAUSE

Comes now, J. D. Hedin and Emma J. Hedin, his wife, by their attorney, Arthur G. Lambert, and moves the Court to substitute for them as parties in the above-entitled cause Charles J. Trabing and Lois J. Trabing, his wife, for that heretofore on the, to wit, 7th day of May, 1956, pursuant to a contract dated the 12th day of March, 1956, J. D. Hedin and his wife conveyed, subject to these proceedings, all their right, title, and interest in and to the property in litigation on these proceedings belonging to J. D. Hedin and Emma J. Hedin, namely, lots 9 through 16 containing approximately 1.24 acres improved by a brick dwelling-house and store building.

And said Charles J. Trabing and Lois J. Trabing have agreed, pursuant to said contract, to be responsible for all expenses and costs that may be incurred in these proceedings. Consent to be Substituted as Parties attached hereto.

Arthur G. Lambert

Arthur G. Lambert, Attorney for
J. D. Hedin and Emma J. Hedin

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

Plaintiffs

vs. No. 8794 EQUITY

DAVID W. COLLISON, et al

Defendants

* *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

vs.

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others

Cross-Respondents

CONSENT TO BE SUBSTITUTED AS PARTIES

Comes now Charles J. Trabing and Lois J. Trabing, his wife, of Edgewater, Maryland and consent to their substitution as cross-respondents in the place and instead of J. D. Hedin and Emma J. Hedin, his wife.

Charles J. Trabing

Charles J. Trabing

Lois J. Trabing

Lois J. Trabing

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

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POPLAR 8-2340

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CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of August, 1956, I mailed, postage prepaid, a copy of the aforegoing "Motion to Substitute Charles J. Trabing and Lois J. Trabing, His Wife, For J. D. Hedin and Emma J. Hedin, His Wife, in the Above Cause" and "Consent to be Substituted as Parties" to the following:

Marvin I. Anderson, Esq.
2-U West Street
Annapolis, Maryland

C. Maurice Weidemeyer, Esq.
Weidemeyer & Moore
236 Main Street
Annapolis, Maryland

O. Bowie Duckett, Esq.
88 State Circle
Annapolis, Maryland

George B. Woelfel, Esq.
Woelfel & Curley
9 School Street
Annapolis, Maryland

Louis M. Strauss, Esq.
Towns-Worth Building
South Street
Annapolis, Maryland

William W. Townshend, Jr., Esq.
Towns-Worth Building
South Street
Annapolis, Maryland

Arthur G. Lambert
Arthur G. Lambert

LAW OFFICES
LAMBERT, HART & NORTHROP
208-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

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ROCKVILLE, MD.
POPLAR 5-2340

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus NO. 8794 EQUITY

DAVID W. COLLISON, et al.,

Defendants

* * * * * * * * * * *

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others,

Cross-Respondents

MOTION NE RECIPIATUR AND TO STRIKE PAPER FROM THE FILES

Now come B. Raymond Brashears and wife and others, the counterclaimants and cross-complainants, by Marvin I. Anderson and Malcolm B. Smith, their solicitors, and move the court not to receive the motion filed in this cause by the cross-respondents, J. D. Hedin and Emma J. Hedin, his wife, to substitute certain named parties in place of themselves as cross-respondents, and the counterclaimants and cross-complainants further move the court to take the said motion of J. D. Hedin and wife off the files and to strike the same from the record of this cause; and the counterclaimants and cross-complainants assign the following grounds in support of their motion:

1. Because it appears from the face of the motion to substitute that the alleged conveyance from J. D. Hedin and wife was made after the cross-bill of complaint and counterclaim in this cause was filed and that the alleged conveyance, having been made subject

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to these proceedings, was acquired pendente lite.

2. Because the rule is well settled in Maryland that the court is not bound to take notice of any interest acquired by purchase in the subject-matter of a suit pending the suit.

3. Because the alleged grantees from J. D. Hedin and wife have not shown affirmatively that their interest in the subject-matter of the suit was acquired before the cross-bill and counterclaim was filed, but, on the contrary, have shown that their interest was acquired after the cross-bill and counterclaim were filed.'

4. Because, inasmuch as the alleged grantees from J. D. Hedin and wife acquired their interest in the subject-matter of the litigation pendente lite, the grantees' rights are entirely dependent on those of the said J. D. Hedin, which have not been established, and because the continued retention in this suit of the said J. D. Hedin, a necessary cross-respondent, is indispensable in order to establish whatever rights he may have in the subject-matter of this litigation.

5. Because the alleged grantees from J. D. Hedin and wife, having acquired their interest in the subject-matter of this suit pendente lite, are mere volunteers and interlopers in this litigation who are not entitled to intervene in the proceedings or to take an appeal.

6. Because the alleged grantees from J. D. Hedin and wife are assignees under a voluntary deed made to them pendente lite, their rights being entirely in subjection to those of Hedin, and to admit the grantees of Hedin as parties now would delay the crosscomplainants' proceedings by injecting a further complicating factor into this litigation.

7. Because this litigation might be rendered interminable bysuccessive assignments if assignees pendente lite can claim the right of becoming parties.

8. Because to permit assignees pendente lite to intervene in a controversy previously commenced may subject the cross-complainants to irreparable loss and expense.

9. Because the counterclaimants have asked this court for, among other things, a money judgment against the said J. D. Hedin, and if they are entitled to the same the substitution of a set of foreign parties as the judgment debtors in lieu of the said J. D. Hedin may subject the cross-complainants to irreparable loss.

10. Because the cross-complainants have maintained throughout this litigation that the said J. D. Hedin and the other cross-respondents are not now and have never been the owners of any of the real estate involved herein, and therefore because the said' conveyance by J. D. Hedin and wife represents at most no more than an assignment of a contingent equitable right to a lien for a certain enhancement in value attributable to improvements, the recognition of which by the court now would lend credence to the buying and selling of litigation which the courts have always abhorred.

11. Because the aforesaid contingent equitable right to a lien for betterments to which the said J. D. Hedin may be entitled is personal to him alone and may not be assigned inasmuch as the right to such a lien depends upon the equities which the said Hedin may be able to show as an occupant who made improvements in good faith, and no purchaser under such an assignment in advance is entitled to receive the occupant's lien.

LIBER 112 PAGE 520

Marvin I. Anderson

Malcolm B. Smith
Attorneys for Cross-Complainants
and Counterclaimants

I hereby certify that on this 4th day of September, 1956, I mailed a copy of the foregoing Motion Ne Recipiatur and to Strike Paper from the Files to the following counsel of record for the various cross-respondents:

Arthur G. Lambert, Esquire
Lambert, Hart & Northrop
209-216 Munsey Building
Washington 4, D. C.

William W. Townshend, Jr.
Towns-Worth Building
South Street
Annapolis, Maryland

C. Maurice Weidemeyer, Esquire
236 Main Street
Annapolis, Maryland

George B. Woelfel, Esquire
9 School Street
Annapolis, Maryland

Marvin I. Anderson
Attorney for Cross-complainants
and Counterclaimants

NO. 8794 EQUITY
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON and wife,
Plaintiffs
versus
DAVID W. COLLISON and others,
Defendants

MOTION NE RECIPIATUR AND TO STRIKE PAPER FROM THE FILES

ANDERSON AND ANDERSON
ATTORNEYS AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

Filed 4 Sept., 1956.

LIBER 112 PAGE 521

Thomas Edward Collison and Etta Mae Collison, his wife, Plaintiffs	:	IN THE
vs.	:	CIRCUIT COURT
David W. Collison, etc. Defendants	:	FOR
**********	:	ANNE ARUNDEL COUNTY
B. Raymond Brashears and Rose Brashears, his wife, and others Counterclaimants & Cross-Complainants	:	EQUITY NO. 8794
vs.	:	
Thomas Edward Collison and Etta Mae Collison, his wife, and others Cross-Complainants	:	

: : : : :

MOTION IN OPPOSITION TO NOTICE TO ADMIT TRUTH OF MATTERS

Now comes Paul D. Collison and Louis V. Collison, his wife, and excepts to the demand of the counterclaimants, B. Raymond Brashears and Rose Brashears, his wife, and their demand to admit truth of certain matters, and for cause, therefore, says:

1. That the notice was not made or served pursuant to the requirements of General Rules and Practices and Procedure.

2. That the subject matter contained in each and every demand was testified to under oath in these proceedings in a manner not in accordance with the demands set out in this Petition.

3. That Paul D. Collison and Louis V. Collison, his wife, have no direct knowledge of the demands contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21.

4. And for that the said demands asking for an admission and conclusion as to the import, weight and sufficiency of evidence already testified to in these proceedings by others and deprives the Court of its function.

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5. And for that demands contain conclusions of law and findings of fact based on sworn testimony already in these proceedings, and admissions as framed would be contrary to the purpose of Part 2 of the General Rules of Practice and Procedure.

6. And for that, the demands of admission require your Cross-Respondents to interpret sworn testimony and to make conclusions of law and findings of fact which they are unable to do.

Wherefore your Cross-Respondents pray to be excused from usurping the duties of the Court and from interpreting the weight of evidence and from determing questions of law, and from making admissions relating to other parties therein setout such as Myrtle Collison Young, Ruby S. Smith and R. Tilghman Brice, Esquire.

AND as in duty bound, etc.

Paul D. Collison
Paul D. Collison

Louis V. Collison
Louis V. Collison

Louis M. Strauss
William W. Townshend
Solicitor for Cross-Respondents

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of September, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Paul D. Collison and Louis V. Collison, his wife, and made oath in due form of law that for the reasons stated in the foregoing Opposition they refuse to make such admissions as requested.

WITNESS my hand and Notarial seal.

Alice Gary
Notary Public

I hereby certify that copy was mailed to Marvin I. Anderson, Attorney on September 18, 1956.

Walter Townshend

Equity No. 8794
In the Circuit Court for Anne Arundel County

Thomas Edward Collison, et al
vs.
David W. Collison, etc.
- - - - - - -
B. Raymond Brashears, et al
vs.
Thomas Edward Collison, et al

Motion in opposition to notice to admit truth of matters.

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.
ANNAPOLIS, MD.

Filed 18/Sept./1956

Thomas Edward Collison and Etta Mae Collison, his wife,	: No. 8794	Equity
vs.	:	In the
David W. Collison, etc.	:	Circuit Court
. . . . .	:	
B. Raymond Brashears and Rose Brashears, his wife, et al.	:	for
vs.	:	Anne Arundel County
Thomas Edward Collison and Etta Mae Collison, his wife, et al.	:	

: : : : : : : : :

ADMISSION OF TRUTH OF THOMAS EDWARD COLLISON AND ETTA MAE COLLISON, HIS WIFE

: : : : : : : : :

Now comes Thomas Edward Collison and Etta Mae Collison, his wife, in answer to the questions propounded pursuant to Part 2 of the General Rules of Practice and Procedure, Discovery Rule 6, states as follows:

1.

These Cross Respondents admit the allegations contained in paragraph one.

2.

These Cross Respondents admit the allegations contained in paragraph two.

3.

These Cross Respondents admit the allegations contained in paragraph three.

4.

These Cross Respondents neither admit nor deny the allegatio contained in paragraph four and have no knowledge of the same.

5.

These Cross Respondents have no knowledge of the same but the answer thereto is a matter of record.

6.

These Cross Respondents have no knowledge of the same but the answer thereto is a matter of record.

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7.

These Cross Respondents have no knowledge of the same but the answer thereto is a matter of record.

8.

These Cross Respondents have no knowledge of the same but the answer thereto is a matter of record.

9.

These Cross Respondents have no knowledge of the same but the answer thereto is a matter of record.

10.

These Cross Respondents believe the allegations in said paragraph ten to be correct.

11.

These Cross Respondents have no knowledge of any objections being made by Marshall Barnes and wife as alleged in paragraph 11.

12.

These Cross Respondents admit the sale to Paul E. Collison and wife but deny that they persuaded them to purchase the same.

13.

These Cross Respondents admit that the settlement of the Barnes property took place in the office of William W. Townshend, Jr., and that Thomas E. Collison, father of Paul D. Collison, was present.

14.

These Cross Respondents admit the allegations contained in paragraph fourteen.

15.

These Cross Respondents deny that the negotiations were made with David W. Collison but were made with Noah A. Hillman, attorney and agent for Minnie E. Collison.

16.

These Cross Respondents emphatically deny the allegations contained in paragraph sixteen.

17.

These Cross Respondents have no idea what William W. Townshend, Jr., told Harry Orme and wife or Gordon Waters Lee.

18.

These Cross Respondents admits a building permit was obtained from the County Commissioners of Anne Arundel County but have no knowledge of the exact date the building was completed.

19.

These Cross Respondents deny the allegations contained in paragraph nineteen.

20.

These Cross Respondents have no knowledge of the facts contained in paragraph twenty.

George B. Woelfel
Solicitor for Edward and Etta Mae Collison

I hereby certify that upon this 4th day of December, 1956, I mailed a copy of the above admission of truth to Marvin I. Anderson, Esq., 20U West St., Annapolis, Md.

George B. Woelfel

101

No. 8794 Equity	
Thomas Edward Collison and Etta Mae Collison, his wife, vs. David W. Collison, etc. . . . . B. Raymond Brashears and wife, et al. vs. Thomas Edward Collison and Etta Mae Collison, his wife, et al	
Admission of truth of Thos. Edw. Collison and Etta Mae Collison, his wife.	
Mr. Clerk: Please file. George B. Woelfel Solicitor for Thos. Edw. Collison and wife	Filed 4/Dec/1956 3:30 PM

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife,

Plaintiffs

versus

DAVID W. COLLISON, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1",

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, et al.,

Counterclaimants and Cross-Complainants

versus

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, et al,

Cross-Respondents

STIPULATION

It is hereby stipulated and agreed as follows:

1. That the taking of testimony in this case, except as hereinafter provided, is hereby waived.

2. That the 41st Equity Rule is hereby waived.

3. That the court may consider as evidence in this case all of the testimony which has been heretofore taken in this case and all of the exhibits which have been heretofore filed herein by any of the parties to this litigation.

4. That the tax sale proceedings known as Tax Sale No. 4276, entitled "In the Matter of the Tax Sale of the Land of David W. Collison", and the deed and certificate of tax sale made, executed, and delivered pursuant thereto are null, void, and of no effect whatsoever.

5. That the only issue which remains undecided and which all parties hereto submit to the court is the present fair value of the hereinafter described parcels of ground, without the increases which is attributable to the improvements erected thereon, the method of arriving at such value having been stipulated orally in open court, and that all parties hereto may present such testimony and oral or written argument directed to the court on this issue as they may desire.

a. Lots five through eight as shown on a plat previously offered in evidence, occupied by Paul D. Collison, and wife.

b. Lots nine through sixteen as shown on said plat, occupied by J. D. Hedin.

c. Lots seventeen through twenty-five of said plat, occupied by Harry Orme, and wife.

d. Lot A on the east side of Mayo Road as shown on a separate plat previously offered in evidence, occupied by William J. Collison or Thomas E. Collison, or their tenants.

6. That all of the parties hereto consent to the passage of a decree by this court, which shall provide that if the said occupants shall within sixty (60) days from the date of said decree pay into the registry of this court the amount of money which the court shall fix as the fair value of the property described herein without the enhancement in value which is properly attributable to the improvements made thereon by the said occupant, together with the amount of money which the court shall fix as the allowance for the use and occupation of the land only since July 31, 1950, to the date such payment is made, then a trustee to be named in such decree shall convey to the said occupant by a good and sufficient deed all of the right, title, interest, and estate of the residuary devisees under the last will and testament of the late Nicholas G. Collison named in these proceedings, and of all parties claiming by, from, or under them, whether named in these proceedings or not, in and to the land hereinafter described.

7. That all of the parties hereto stipulate and agree that such decree shall provide that if the said occupant fails to pay the said amount of money in the manner specified and within the time prescribed, then the trustee shall sell the property with the improvements thereon under the direction of this court and in the manner provided for in such decree, and after the sale has been ratified and the amount of the purchase price has been paid into this court, shall convey to the purchaser thereof by good and sufficient deed all of the hereinafter mentioned land free, clear, and discharged from all claims of all the parties to this suit in equity and to the counterclaim and cross-bill of complaint and of those claiming by, from, or under any of them.

8. That all of the parties hereto stipulate and agree that such decree shall privide that in the event of such a sale, the purchase price shall be brought into this court and the net

proceeds, after the payment of all expenses incident to such sale and court costs, as the decree shall provide, shall be applied first to the payment of the aforementioned amount of money which the court shall fix as the fair value of the property described herein without the enhancement in value which is properly attributable to the improvements made thereon by the said occupant, together with the amount of money which the court shall fix as the allowance for the use and occupation of the land only since July 31, 1950, to the date of such sale, and the balance, if any, to the said occupant.

9. That the said occupant shall pay the proportionate amount of the supplemental court costs which have accrued since the counterclaim and cross-bill of complaint was filed which is attributable to them as determined by the court.

Marvin I. Anderson

Malcolm B. Smith

William J. McWilliams

Louis M. Strauss

George B. Woelfel

Arthur G. Lambert

C. Maurice Weidemeyer

LIBER 112 PAGE 530 102

No. 8794 Equity

Thomas Edward Collison, et al

vs.

Howard W. Collison, et al

Stipulation

Filed Jan., 1957.

LIBER 112 PAGE 531

In the Orphans' Court of Baltimore City

ORDERED, This 8 day of October, 1940 ~~195~~, that letters of Administration c.t.a. on the estate of Carrie Virginia Petty deceased, be granted to R. Lee Slingluff, Jr.

and that he give bond in the penalty of $ 1,000.-- with New Amsterdam Casualty Co. ~~and~~

~~and~~

as sureties

JOHN H. BOUSE
Register of Wills for Baltimore City

In Testimony That the aforegoing is a true copy taken from one of the Records of the proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 23rd day of January in the year of our Lord nineteen hundred and fifty-seven.

TEST:

Leroy C. Shaughnessy
Register of Wills for Baltimore City

2000—3-55

My Last Will and Testament

I bequeath to my daughter Elsie Virginia McNair, all my real and personal property, except my piano, which I leave to my grand-daughter Virginia Carolyn McNair.

Signed

Carrie Virginia Petty

Witnesses -

George W. Sharrett

Ida B. Leimbach

Sadie Cannon

I appoint Elsie V. McNair executrix without bond.

Baltimore City, ss.

On the 8th day of October, 1940, ~~195~~

came Ida B. Leimbach

and made oath in due form of law, that she does not know of any Will or Codicil of

Carrie Virginia Petty late of said City, deceased,

other than the above instrument of writing, and that ~~received~~ the same ~~from~~ was found

among the personal effects of the Testatrix, and that the said

Carrie Virginia Petty departed this life

on the 2nd day of October, 1940, ~~195~~

SWORN TO before the subscriber

~~TEST~~: JOHN H. BOUSE

Register of Wills for Baltimore City.

LIBER 112 PAGE 533

Baltimore City, ss.

On the 8th day of October, 1940, ~~195~~

came Ida B. Leimbach

and

Sadie Cannon

two of the subscribing witnesses to the aforegoing last Will and Testament of

Carrie Virginia Petty

late of said city, deceased, and made oath in due form of law, that they did see Testatrix sign ~~and seal~~ this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they together with

George W. Sharrett, the other subscribing witness thereto,

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

SWORN TO before the subscriber

~~TEST~~: JOHN H. BOUSE

Register of Wills for Baltimore City.

2000—5-56

181

Baltimore City, ss.

On the 8th day of October, 1940, 195

came Ida B. Leimbach

and made oath in due form of law, that he is familiar with the handwriting of

George W. Sharrett

one of the attesting witnesses to the last Will and Testament of

Carrie Virginia Petty late of said city, deceased,

and he verily believes that the signature of the said

George W. Sharrett as so written is the true and genuine signature

of said George W. Sharrett who is now deceased

Sworn to

before the subscriber

JOHN H. BOUSE

Register of Wills for Baltimore City.

2000—9-55 228

2000 10-50 94

LIBER 112 PAGE 535

In the Orphans' Court of Baltimore City:

The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of Carrie Virginia Petty, late of Baltimore City, deceased, ~~together with the Codicil thereunto attached,~~ and also evidence adduced as to its validity, Orders and Decrees, this 8 day of October, 1940, that the same be admitted in this court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Carrie Virginia Petty, deceased.

JOHN H. BOUSE
Register of Wills for Baltimore City.

LIBER 112 PAGE 536

2000—6-56

THE UNDERSIGNED, Elsie Virginia McNair appointed

Executrix in the Last Will and Testament of Carrie Virginia Petty late of Baltimore City, deceased,

do hereby refuse to act as Executrix of said Will and do therefore renounce all my right to LETTERS TESTAMENTARY upon said deceased's estate and all right, title and claim that I may, or could have had, by virtue of said appointment.

In Testimony Whereof, I hereunto subscribe my name

this 8th day of October, 19 40

WITNESS:

Chas. F. McNair, Capt. F.A.

Elsie Virginia McNair

Received to be recorded on the 8th
day of October, 1940.
TEST: JOHN H. BOUSE
Register of Wills for Baltimore City

2000 10-50

94

State of Maryland,

BALTIMORE CITY, ss.

LIBER 112 PAGE 538

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the Last Will and Testament of Carrie Virginia Petty late of said city, deceased, together with the proofs and probate thereof, renunciation, etc. taken from Wills Liber J.H.B. No. 201, folio 93, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 23rd day of January, in the year of our Lord nineteen hundred and fifty-seven.

Leroy C. Shaughnessy

Register of Wills for Baltimore City.

5000 5-55

212

Pltffs'. Exhibit No. 3-A
No. 8794 Equity

LIBER 112 PAGE 539

LAST WILL AND TESTAMENT

OF

CARRIE VIRGINIA PETTY

DECEASED

COPY

QUESTION FOR APPRAISERS

What is the present day value of the land if it were in the unimproved state that it was in prior to 1950 and what is the fair rental value of each piece per year from July 30, 1950 to the present?

LIBER 112 PAGE 541

No. 8794 Equity

Thomas Edward Collison, et al

vs.

David W. Collison, et al

Question for appraisers

Filed 30 Jan., 1957

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife

Plaintiffs

vs. No. 8794 EQUITY

DAVID W. COLLISON, et al

Defendants

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

B. RAYMOND BRASHEARS and
ROSE BRASHEARS, his wife, and others,

Counterclaimants and Cross-Complainants

vs.

THOMAS EDWARD COLLISON and
ETTA MAE COLLISON, his wife, and others

ORDER

Upon consideration of the motion filed herein by J. D. Hedin and Emma J. Hedin, his wife, to substitute for them as parties-defendants in this cause Charles J. Trabing and Lois J. Trabing, his wife, and the Motion Ne Recipiatur And To Strike Paper From The Files filed by plaintiffs herein, and it appearing to the Court that said Charles J. Trabing and Lois J. Trabing, his wife, have purchased all right, title, and interest in and to Lots 9 through 16, which were owned by J. D. Hedin and Emma J. Hedin, his wife, at the commencement of this action; and that said Charles J. Trabing and Lois J. Trabing, his wife, have agreed to take title to the property subject to the existing litigation and have agreed to pay all the expenses necessary to clear said title; and that said Charles J. Trabing and Lois J. Trabing, his wife, have filed their consents to become parties to this cause; and J. D. Hedin and Emma J. Hedin, his wife, having orally modified their motion to request that Charles J. Trabing and Lois J. Trabing, his wife, be added as defendants and not as substituted parties, and plaintiffs having agreed thereto, it is this 4th day of April, 1957, by the Circuit Court for Anne Arundel County,

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2467

KELLEY BLDG.
ROCKVILLE, MD.
POPLAR 2-2340

ORDERED, that Charles J. Trabing and Lois J. Trabing, his wife, are hereby made parties-defendants to this cause, and that they be and hereby are allowed to adopt pleadings heretofore filed by J. D. Hedin and Emma J. Hedin, his wife, and all the evidence adduced by them in these proceedings, together with all stipulations filed in this cause.

Judge

APPROVED:

Attorneys for Plaintiffs

No. 8794 Equity.

Thomas Edward Collison, et al

vs.

David W. Collison, et al

Order of Court.

LAW OFFICES
LAMBERT, HART & NORTHROP
209-216 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 8-2457

KELLEY BLDG.
ROCKVILLE, MD.
POPLAR 2-2340

Filed 9 apr., 1957.

THOMAS EDWARD COLLISON, et al.,	*	NO. 8794 EQUITY
Plaintiffs	*	
vs.	*	IN THE
DAVID W. COLLISON, et al.,	*	
Defendants	*	CIRCUIT COURT
B RAYMOND BRASHEARS, et al., Counterclaimants and Cross-Complainants	*	
	*	FOR
vs.	*	
THOMAS EDWARD COLLISON, et al.,	*	
Cross-Respondents	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

DECREE

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

It is thereupon this 4th day of April, 1957, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed:

1. That the tax sale conducted by the late Treasurer of Anne Arundel County on October 10, 1938, wherein the Treasurer purported to sell the property mentioned in these proceedings to Minnie E. Collison be, and it is hereby set aside and declared null and void.

2. That the tax sale proceedings entitled "In the Matter of the Tax Sale of the Land of David W. Collison," being Tax Sale No. 4276, and recorded among the tax sale records of Anne Arundel County in Liber F. A. M. No. 26, folio 93, be, and the same are hereby declared null and void, and the order of ratification passed therein by this Court on December 19, 1939, be, and the same is hereby, vacated and set aside and declared null and void.

3. That the deed dated December 19, 1939, from the late Treasurer of Anne Arundel County and The Board of County Commissioners of Anne Arundel County to Minnie E. Collison, recorded

among the land records of Anne Arundel County in Liber J. H. H. No. 210, folio 212, be, and the same is hereby, cancelled and declared null and void.

4. That the residuary devisees under the last will and testament of Nicholas G. Collison, dated February 26, 1907, and recorded among the testamentary records of Anne Arundel County in Liber B. R. D. No. 1, folio 102, be, and they are hereby, declared ro be true owners of all of the real estate mentioned in these proceedings; that those residuary devisees are declared to be the following persons: Annie M. C. Brashears Jackson, B. Raymond Brashears, J. Earle Brashears, Mildred Mae Parks, Davis W. Brashears, Thomas E. Dawson, Hazel E. Dawson Owens, David Clifton Dawson, Clara Estella Petty Gibson, Elsie Winstead Petty Hutchinson, Thomas N. Petty, Solonie Ewell Petty, Virgie Lee Smith, Myrtle Collison Young, Ruby Collison Smith, Roy A. Collison, Paul G. Collison and Margie M. Collison Robinson.

5. That the present fair market value, without any enhancement in value due to the improvements thereon, of that parcel of land designated in these proceedings as Parcel A, described as Lots 5 through 8, occupied by Paul D. Collison and his wife, is One Thousand One Hundred and Fifty Dollars ($1,150.00); that the fair rental value of the said land, without improvements, is declared to be Fifty-One Dollars and Seventy-five Cents ($51.75) per year.

6. That the present fair market value, without any enhancement in value attributable to the improvements thereon, of that parcel of land designated in these proceedings as Parcel B, described as Lots 9 through 16, and occupied by J. D. Hedin and his wife, or his successors, Charles J. Trabing, and wife, is Three Thousand Six Hundred Fifty Dollars ($3,650.00); that the fair rental value of the said land, without improvements, is declared to be One Hundred Sixty-Four Dollars and Twenty-five Cents ($164.25) per year.

7. That the present fair market value, without any enhancement in value attributable to the improvements located thereon, of that parcel of land designated in these proceedings as Parcel C, and described as Lots 17 through 25, occupied by Harry Orme and his wife, is Five Thousand Dollars ($5,000.00); that the fair rental value of the said land, without improvements, is declared to be Two Hundred Twenty-five Dollars ($225.00) per year.

8. That the present fair market value, without any enhancement in value attributable to the improvements located thereon, of that parcel of land designated in these proceedings as Parcel D, and described as Lot A on the east side of Mayo State Road, occupied by William J. Collison, or his tenants, is declared to be Eleven Thousand Dollars ($11,000.00); that the fair rental value of the said land, without improvements, is declared to be Four Hundred Ninety-Five Dollars ($495.00) per year.

9. That Marvin I. Anderson and Malcolm B. Smith be, and they are hereby, appointed Trustees for the purposes hereinafter set forth.

10. That the said cross-respondents, Paul D. Collison and Lois V. Collison, his wife, are directed to pay to the said Trustees above named the sum of One Thousand One Hundred and Fifty Dollars ($1,150.00), and also the amount for occupation rent of the property designated as Parcel A in these proceedings calculated from July 31, 1950, to the date when such payment is made, at the rate of Fifty-One Dollars and Seventy-Five Cents ($51.75) per year.

11. That the said cross-respondents, John D. Hedin and Emma J. Hedin, his wife, are directed to pay to the Trustees above named the sum of Three Thousand Six Hundred Fifty Dollars ($3,650.00), and also the amount of occupation rent for that property designated in these proceedings as Parcel B calculated from July 31, 1950, to the date when such payment is made, at the rate of One Hundred Sixty-Four Dollars and Twenty-Five Cents ($164.25) per year.

12. That the said cross-respondents, Harry Orme and Cora Orme, his wife, are directed to pay to the Trustees above named, the sum of Five Thousand Dollars ($5,000.00), and also the amount of occupation rent for that parcel of land designated in these proceedings as Parcel C, calculated from July 31, 1950, to the date when such payment is made, at the rate of Two Hundred Twenty-Five Dollars ($225.00) per year.

13. That the said cross-respondents, Thomas Edward Collison and Etta Mae Collison, his wife, are directed to pay to the Trustees above named, the sum of Eleven Thousand Dollars ($11,000.00), and also the amount of occupation rent for that property designated in these proceedings as Parcel D calculated from July 31, 1950, to the date when such payment is made, at the rate of Four Hundred Ninety-Five Dollars ($495.00) per year.

14. That upon payment to the said Trustees of the respective amounts specified above, without any deductions for taxes, costs or expenses, by the various parties respectively, and upon payment by them or each of them, of their proportionate share of court costs as hereinafter provided, the said Trustees shall convey to the respective parties, at their expense, by a good and sufficient Deed, all of the rights, title, interest and estate of the residuary devisees under the last will and testament of the late Nicholas G. Collison named in these proceedings, and of all parties claiming by, from or under them, whether named in these proceedings or not, in and to the respective parcels of land for which payment has been made in the manner above provided; that in the event that any of the said parties shall fail to make the payments as set out above, within sixty (60) days from the date of this Decree, then and in that event the said Trustees, Marvin I. Anderson and Malcolm B. Smith, shall promptly proceed to sell that parcel or those parcels for which payment has not been made, and the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond made to

the State of Maryland, executed by themselves and a surety or sureties, to be approved by this Court or the Clerk thereof, in the penal sum of Ten Thousand ——— Dollars ($10,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them in any future Decree or order in these premises; they shall then proceed to make such sale, after giving notice for three (3) successive weeks by advertisement inserted in such weekly newspaper or newspapers published in Anne Arundel County as they shall think proper of the time, place and terms of sale, which terms shall be:

A deposit of 10 per cent of the amount of the purchase money to be paid in cash on the day of sale, and the balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest at the rate of six per cent from the day of sale to the date of final payment; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales at either public or private sale to the best advantage and upon the terms above set forth;

And as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale or sales; and upon obtaining the Court's ratification of said sale or sales, and upon payment of the whole purchase money, and not before, the Trustees shall, by a good and sufficient Deed, convey to the purchaser or purchasers of said property, and to 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, and of any persons claiming from, by or under them, or any of them;

And the said Trustees shall bring into this Court the money arising from any such sale or sales, to be disposed of under the direction of this Court, after deducting therefrom the proportionate court costs as hereinafter provided, and such commissions to the said Trustees as the Court shall think proper to allow

in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust; and of the remaining proceeds, there shall be allowed, in accordance with the stipulation filed in these proceedings, to the residuary devisees hereinabove named, the sums, respectively in each case, as set forth in paragraphs 10 through 13 above; the balance of the net proceeds, if any, shall be allowed, respectively in each case, to the parties who failed in their obligation to make the payments set out in the said paragraphs 10 through 13 hereof, and by reason of which the land is sold.

15. That the remaining property involved in these proceedings be sold; that the said Trustees above appointed shall make said sale, and the course and manner of their proceedings in regard to said sale shall be as set forth in paragraph 14 hereof;

And the said Trustees shall bring into this Court the money arising from said sale, together with all moneys paid to them by reason of the obligations set forth in paragraphs 10 through 13 hereof, all of said moneys to be disposed of under the direction of this Court, after deducting therefrom such commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

16. That all of the moneys to which the residuary devisees under the will of the late Nicholas G. Collison, as hereinbefore named, are entitled by reason of this Decree, shall be divided among them in equal shares per stirpes.

17. That it appearing to the Court from the testimony in this case that there has been no administration on the estates of Solonie Ewell Petty, Effie M. Petty, Virgie Smith, William A. Smith, Roy Collison, Mary Elizabeth Care, Paul G. Collison, and Margie Collison Robinson, the Trustees hereinbefore named are directed to give notice in some newspaper published in this County to the creditors of the said deceased persons to file their claims

in this Court in the office of the Clerk thereof, within 90 days from the date of said advertisement.

18. That the original Bill of Complaint filed herein by the said Thomas Edward Collison and Etta Mae Collison, his wife, be, and the same is hereby dismissed.

19. That the costs of these proceedings to date shall be shared equally by the cross-respondents Thomas Edward Collison and Etta Mae Collison, his wife, Paul D. Collison and Lois V. Collison, his wife, Harry Orme and Cora Orme, his wife, and John D. Hedin and Emma J. Hedin, his wife, or in substitution of John D. Hedin and Emma J. Hedin, Charles J. Trabing and Lois J. Trabing, his wife.

Thomas Macgill
JUDGE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THOMAS EDWARD COLLISON, et al.,	:	
PLAINTIFFS.	:	
VS.	:	
DAVID W. COLLISON, et al.,	:	
DEFENDANTS.	:	
B. RAYMOND BRASHEARS, et al.,	:	NO. 8794 EQUITY
COUNTERCLAIMANTS and CROSS-COMPLAINANTS,	:	
VS.	:	
THOMAS EDWARD COLLISON, et al.,	:	
CROSS-RESPONDENTS.	:	

:::::::

M E M O R A N D U M

In view of the stipulation filed in this case, it would seem unnecessary to prepare an extended opinion. At the hearing before this Court on January 30th, 1957, counsel for all the parties agreed to submit to the appraisers the following question in two parts: "What is the present day value of the land if it were in the unimproved state that it was prior to 1950, and what is the fair rental value of each piece per year from July 30, 1950, to the present?"

As to the lots described in schedule "a" of the stipulation, the appraisers, in their answer to the first part of the question, set a value of $1,150.00, as to the lots described in schedule "b", a value of $3,650.00, as to the lots described in schedule "c", a value of $5,000.00, and as to the lot described in schedule "d", a value of $11,000.00. These valuations were accepted by counsel for the parties concerned.

The appraisers, in their answer to the second part of the question, set the fair rental values per year as follows: As to the

lots described in schedule "a": $75.00, as to the lots described in schedule "b": $285.00, as to the lots described in schedule "c": $225.00, and as to the lot described in schedule "d": $560.00. It was testified that these fair rental values were arrived at by taking the fair rental value of the land and improvements and then figuring the percentage of such fair rental value attributable to the land alone. The appraisers testified, in answer to a question, that they were unable to arrive at figures for such fair rental values in any other way since they were unable to say what, if any, fair rental values the properties would have had in their unimproved states. They further testified that land values in the area in question had risen only slightly since July 30, 1950.

These latter valuations were not accepted by counsel for all of the parties concerned. On the other hand, no specific alternate valuations were offered. It must be conceded, as an abstract proposition of law, that the residuary devisees are entitled to recover the fair use values of the properties during the period they were out of possession.

It was suggested, by way of compromise, that the fair rental values be established by taking four and one-half percent per year of the present day values of the properties in their unimproved states. By so doing, in all but one instance somewhat lower figures resulted. The four and one-half per cent was estimated to represent a fair and prevailing return on investments throughout the period in question. A decree has been submitted embodying these figures as the fair rental values of the properties. Under the circumstances, this Court is of the opinion that the use of these figures will effect an equitable adjustment among the parties. The decree will be signed as submitted.

4/4/57

Judge.

LIBER 112 PAGE 553

No. 8794 Equity

Thomas Edward Collison, et al

vs.

David W. Collison, et al

Memorandum and Decree.

Filed 9 Apr., 1957.

LIBER 112 PAGE 554

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

Notice To Creditors

B. RAYMOND BRASHEARS, et al vs. THOMAS EDWARD COLLISON, et al In The Circuit Court for Anne Arundel County No. 8,794 Equity.

The undersigned, Trustees in the above named case, pursuant to an Order of the Circuit Court for Anne Arundel County, passed on the 7th day of April, 1957, hereby give notice to all persons having claims against the estate of Salonie Ewell Petty, Effie M. Petty, Virgie Smith, William A. Smith, Roy Collison, Mary Elizabeth Care, Paul G. Collison, or Margie Collison Robinson, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County on or before the 7th day of September, 1957.

MARVIN I. ANDERSON
MALCOLM B. SMITH
Trustees.
JU-13

FILED

1957 JUL -9 AM 11:18

No. M.G. 11838

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1957

We hereby certify, that the annexed Notice to Creditors

B. Raymond Brashears vs Thomas Edward Collison

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 September, 1957. The first insertion being made the 30th day of May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

THOMAS EDWARD COLLISON, et al.,	*	IN THE CIRCUIT COURT FOR
Plaintiffs	*	ANNE ARUNDEL COUNTY
Vs:	*	NO. 8794 EQUITY
DAVID W. COLLISON, et al.,	*	
Defendants	*	
	*	

****

PETITION TO AUTHORIZE CONVEYANCE OF LAND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Marvin I. Anderson and Malcolm B. Smith, Trustees, duly appointed by order of this Court, respectfully shows:

1. That by decree of this Court your Petitioners were appointed Trustees and directed to convey all of the right, title, interest and estate of the residuary devisees under the Last Will and Testament of the late Nicholas G. Collison in certain property described in these proceedings to the cross-respondents Harry Orme and Cora Orme, his wife, upon payment of a certain sum of money within sixty (60) days from the date of the said decree.

2. That the prescribed period has now elapsed and the said sum of money has not been paid, but the said Harry Orme and Cora Orme, his wife, are now willing to pay over the said amount.

WHEREFORE, your Petitioners pray that this Honorable Court pass an order authorizing and directing them to make conveyance of all the right, title, interest and estate of the said residuary devisees in and to that property described in these proceedings as Parcel C to Harry Orme and Cora Orme, his wife, upon payment to your Petitioners of the sum of FIVE THOUSAND DOLLARS ($5,000.00) and the amount of occupation rent for the said parcel calculated from July 31, 1950 to the date when such payment is made at the rate of $225.00 per year.

AND AS IN DUTY BOUND, etc.

Marvin I. Anderson

Malcolm B. Smith

Trustees.

FILED

1957 JUL 22 AM 11:15

* * ORDER OF COURT * *

Upon consideration of the aforegoing Petition, it is, this 22d day of July, 1957, by the Circuit Court for Anne Arundel County, ORDERED;

That Marvin I. Anderson and Malcolm B. Smith, Trustees, be, and they are hereby, authorized and directed to convey to Harry Orme and Cora Orme, his wife, all of the right, title, interest and estate of the residuary devisees under the Last Will and Testament of the late Nicholas G. Collison named in these proceedings, and of all parties claiming by, from or under them, whether named in these proceedings or not, in and to that parcel of land designated in these proceedings as Parcel C, upon payment to the said Trustees of the sum of FIVE THOUSAND DOLLARS ($5,000.00) and the amount of occupation rent for the said parcel calculated from July 31, 1950 to the date when such payment is made at the rate of $225.00 per year.

Benjamin Michaelson
Judge

Order FILED
1957 JUL 22 AM 11:57

PETITION TO AUTHORIZE CONVEYANCE OF LAND

Collison, Thomas Edward, et al.
vs.
Collison, David W., et al.

No. 8794 Equity

Order - July 22, 1957

ANDERSON AND ANDERSON
ATTORNEYS AT LAW
20-U WEST STREET
ANNAPOLIS, MARYLAND

Filed 22 July, 1957, at 11:15 a.m.

LIBER 112 PAGE 557

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 8794, Equity
THOMAS EDWARD COLLISON, et al
versus
DAVID W. COLLISON, etc
B. RAYMOND BRASHEARS, et al.,
Counterclaimants and Cross-Complainants
versus
THOMAS EDWARD COLLISON, et al

Ordered, this 26th day of July, 1957, That the sale of the property in these proceedings mentioned made and reported by MARVIN I. ANDERSON and MALCOLM B. SMITH, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown up or before the 2nd day of September next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of September next.

The report states that the amount of sale was $1200.00.

GEORGE T. CROMWELL, Clerk

True Copy: Test:

GEORGE T. CROMWELL, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 17, 1957

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 8794

Thomas Edward Collison, et al

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 2nd day of September, 1957. The first insertion being made the 1st day of August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12930 1957 SEP 17 PM 1:18 By H. Filghman

ORDER NISI

LIBER 112 PAGE 558

THOMAS EDWARD COLLISON, et al
vs
DAVID W. COLLISON, etc
versus
B. RAYMOND BRASHEARS, et al.,
Counterclaimants and Cross-Complainants
vs
THOMAS EDWARD COLLISON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 8794 Equity

Ordered, this 26th day of July, 19 57, That the sale of the property in these proceedings mentioned made and reported by MARVIN I. ANDERSON and MALCOLM B. SMITH Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of September next.

The report states that the amount of sales to be $ 9200.00

Filed 26 July 1957 - 1:10 P.M.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THOMAS EDWARD COLLISON, et al
vs
DAVID W. COLLISON, etc
B. RAYMOND BRASHEARS, et al.,
Counterclaimants and Cross-Complainants
vs
THOMAS EDWARD COLLISON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of September, 1957, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

THOMAS EDWARD COLLISON, et al., Plaintiffs	*	
vs.	*	NO. 8794 EQUITY
DAVID W. COLLISON, etc., Defendants	*	IN THE CIRCUIT COURT FOR
B. RAYMOND BRASHEARS, et al., Counterclaimants and Cross-Complainants	*	ANNE ARUNDEL COUNTY
vs.	*	
THOMAS EDWARD COLLISON, et al., Cross-Respondents	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson and Malcolm B. Smith, trustees appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving notice of the time, place, manner, and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills set up at the Court House door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door in the City of Annapolis, on Wednesday, July 24, 1957, at eleven o'clock a. m., the time and place so advertised, and then and there proceeded to sell said real estate, as follows, to wit:

First: All that tract of land containing 8.71 acres, more or less, excluding the area lying in the Mayo Road, which is located on the west side of the Mayo State Road opposite the intersection of the Mayo State Road and the Shoreham Beach Road.

Second: All that tract of land containing 7.20 acres, more or less, excluding the area lying in the Mayo Road, which is

FILED 1957 JUL 26 PM 1:35

located on the east side of the Mayo State Road and on the south side of the Shoreham Beach Road where the two said roads intersect. This tract is improved by a two-story frame dwelling house.

The above properties being the remaining portion of the property which was conveyed to Nicholas G. Collison by William D. Collison and wife by deed dated August 14, 1899, and recorded among the land records of Anne Arundel County in Liber G. W. No. 5, folio 205.

The above two parcels were offered for sale individually, the bids therefor reserved, and said real estate was sold as an entirety to W. Irvin Young for the sum of ninety-two hundred ($9200.00) dollars, he being the highest bidder for said property.

And your said trustees file herewith as an exhibit the Auctioneer's Certificate and Agreement of Purchaser, marked "Exhibit No. 1" with the Report of Sale.

The price obtained for the property is fair and reasonable, and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson

Malcolm B. Smith

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 26th day of July in the year nineteen hundred fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Marvin I. Anderson and Malcolm B. Smith, Trustees, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of their knowledge and belief and that the sale was fairly made and for the highest price which they were able to obtain therefor.

As witness my hand and seal notarial.

Myrtle Sturm
Notary Public

MARVIN I. ANDERSON
MALCOLM B. SMITH
Attorneys

Trustees Sale of Valuable Fee Simple Property Located at Mayo, First District, Anne Arundel County, Maryland

By virtue of a Decree of the Circuit Court for Anne Arundel County, passed in the case of Thomas Edward Collison, et al versus David W. Collison et al, No. 8794 Equity, the undersigned Trustees will sell at public auction, at the Court House door in Annapolis, Maryland, on:

WEDNESDAY, JULY 24th, 1957
at 11 o'clock A. M.

Two parcels of valuable fee simple property suitable for commercial or residential developement located at the intersection of Mayo and Shoreham Beach Road, the first parcel consisting of 8.71 acres, and the second parcel containing 7.20 acres improved by a two-story frame dwelling house.

Terms of sale: A deposit of ten percent of the amount of the purchase price to be paid in cash on the day of sale, and the balance to be paid on the final ratification of such sale by the Court, or all cash, at the option of the purchaser or the purchasers, deferred payments to bear interest at the rate of six percent from the day of sale to the date of final payment; taxes to be adjusted to the date of sale. For further details, contact either of the above named trustees.

Marvin I, Anderson,

.....

Malcolm B. Smith,

.....

Trustees,

.....

George Scible, Auctioneer

EXHIBIT NO. 1

~~We~~ ~~we~~

I hereby certify that I have this day purchased at public auction the property known as 8.71 acres and 7.20 from Marvin I. Anderson and Malcolm B. Smith, Trustees, at and for the sum of Ninety two hundred dollars Dollars and we agree to comply with the terms of sale.
I

Witness our hands and seals this 24th day of July, 1957.
my

W. Irving Young (SEAL)

_____ (SEAL)

We hereby certify that we have this day purchased at public auction the property known as 7.20 acres from Marvin I. Anderson and Malcolm B. Smith, Trustees at and for the sum of
and we agree to comply with the terms of sale.
I

Witness our hands and seals this day of July, 1957.
my

_____ (SEAL)

_____ (SEAL)

I hereby certify that I have this day sold at public auction the property known as 8.71 acres, for Marvin I. Anderson and Malcolm B. Smith, Trustees, ~~to~~
~~at and for the sum of~~
~~he being at that price the highest bidder therefore~~; and also
~~they~~
certify that I have sold the property known as 7.20 acres to
W. Irving Young at and for the sum of
Ninety two hundred dollars, he being at that
they
price the highest bidder therefor.
Witness my hand and seal this 24th day of July, 1957.

_____ (SEAL)
Auctioneer

FILED
1957 JUL 26 PM 1:35

EXHIBIT NO. 1

109

NO. 8794 EQUITY
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

THOMAS EDWARD COLLISON,
et al.,
Plaintiffs

vs.

DAVID W. COLLISON, etc.,
Defendants

TRUSTEES' REPORT OF SALE

Order Nisi fd. 26 July 1957, at 1:10 P. M.
Final Order - Sept 18, 1957

ANDERSON AND ANDERSON
ATTORNEYS AT LAW
200 WEST STREET
ANNAPOLIS, MARYLAND

FILED
1957 SEP 18 PM 4:00

Filed 26 July, 1957, at 12:25 P. M.

LIBER 112 PAGE 565

THOMAS EDWARD COLLISON, et al,	+	IN THE CIRCUIT COURT FOR
Plaintiffs	+	ANNE ARUNDEL COUNTY
Vs:	+	NO. 8794 EQUITY
DAVID W. COLLISON, et al,	+	
Defendants	+	
	+	

+++++++

PETITION FOR LEAVE TO FILE BOND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Marvin I. Anderson and Malcolm B. Smith, Trustees, respectfully shows:

FIRST: That by Decree of this Court passed on the 4th day of April,1957, your Petitioners were appointed Trustees for certain purposes, among them to make sale of certain of the properties involved in these proceedings.

SECOND: That under the terms of the said Decree, your Petitioners were directed to file with the Clerk of this Court a bond made to the State of Maryland, executed by themselves and a surety or sureties, to be approved by this Court or the Clerk thereof, in the penal sum of Ten Thousand Dollars ($10,000.00), conditioned for the faithful performance of the trust reposed in them by the said Decree, or to be reposed in them by any future Decree or Order of Court in these premises.

THIRD: That your Petitioners thereafter proceeded to perform the duties imposed upon them and have, to date, performed all of the said duties in strict compliance with the aforesaid Decree, but inadvertently failed to file with the Clerk of this Court a bond as aforementioned.

WHEREFORE, your Petitioners pray that they be granted leave to file the said bond at this time to be retroactive to the date of April 4, 1957.

AND AS IN DUTY BOUND, etc.

Marvin I. Anderson

Marvin I. Anderson

Malcolm B. Smith

Trustees

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

+ + ORDER OF COURT + +

Upon consideration of the aforegoing Petition, it is, this 31st day of December, 1957, by the Circuit Court for Anne Arundel County, ORDERED: That leave be, and the same is hereby, granted unto Marvin I. Anderson and Malcolm B. Smith, Trustees appointed by Decree of this Court dated April 4, 1957, to file at this time the bond as provided in said Decree to be retroactive to the date of April 4, 1957, Nunc Pro Tunc.

Benjamin Michaelson

Judge

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

THOMAS EDWARD COLLISON, et al.,	:	NO. 8794 EQUITY
Plaintiffs,	:	IN THE
vs.	:	CIRCUIT COURT
DAVID W. COLLISON, et al.,	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

: : : : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Malcolm B. Smith, of Annapolis, Anne Arundel County, Maryland, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand dollars ($10,000.00), 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 27th day of December, in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Marvin I. Anderson and Malcolm B. Smith were appointed Trustees by virtue of a decree of the Circuit Court for Anne Arundel County, dated April 4, 1957, to make sale of the property mentioned in the proceedings in the case of Thomas Edward Collison, et al., vs. David W. Collison, et al., known as No. 8794 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson and Malcolm B. Smith do and shall well and faithfully perform the trust reposed in them by said

Bond Approved this 31st day of December 1957
George T. Cromwell, Clerk

FILED NUNC PRO TUNC AS OF APRIL 4, 1957

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.

Marvin I. Anderson (SEAL)

Malcolm B. Smith (SEAL)

Signed, sealed and delivered in the presence of

Myrtle Sturm

NATIONAL SURETY CORPORATION

By: Marvin I. Anderson
Attorney-in-fact

8794 Equity

COLLISON, et al

vs.

COLLISON, et al

Petition for Leave To File
Bond Nunc Pro Tunc, Order,
and Bond
Order-Dec. 31, 1957

Petition filed Dec. 31 1957
Order filed Dec 31 1957
Bond fd. & Approved Dec. 31, 1957

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

STATE OF MARYLAND, (CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this sixteenth - - - - - - - - - - - day of December in the year nineteen hundred fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland in and for the (City aforesaid, personally appeared JAMES WALTER ROBINSON, who, after having been first duly sworn, deposes and acknowledges as follows:

That he resides at 413 Academy Road, Catonsville-28, Maryland - in the State of Maryland and that he is one of the cross-respondents named in a counterclaim and cross-bill of complaint which has been filed in the Circuit Court for Anne Arundel County by B. Raymond Brashears and wife and others in No. 8794 Equity; that he was born on the first - - - - - - day of February - - - - - - - - - - - - - , in the year eighteen hundred and eighty-five - - - - - - - - - - at Chester, Queen Annes County - in the State of Maryland - - - - - - - - - - - ; that on the twenty-fifth - - - - - - - - day of December, - - - - - - - - - , in the year nineteen hundred and nine - - - - - - - - - - - - - - - - - - - , he was lawfully married to Margie M. Collison at Chester, Queen Annes County - in the State of Maryland and that the said Margie M. Collison was born on the thirty-first - - - - day of December, - - - - - - - - - in the year eighteen-hundred and eighty-nine - - - - - - - - - - - - - - - - - - ; that the said Margie M. Collison Robinson died intestate at Chester, Queen Annes County - in the State of Maryland on the fourth - - - - - - - - - - - day of May, - - - - - - - - - - - - - - - - in the year nineteen hundred and ten - - - - - - - - - - - - - - - ; that he, the said JAMES WALTER ROBINSON, was lawfully married to the said Margie M. Collison Robinson at the time of her death aforesaid; and that the present health and condition of the said JAMES WALTER ROBINSON

is as follows: Excellent. Regularly attends to all normal duties of life and has no infirmities.

(Signature of JAMES WALTER ROBINSON)

Subscribed and sworn to before me, the subscriber, a Notary Public of the State and ~~county (or~~ city) aforesaid.

WITNESS my hand and seal notarial.

Notary Public

George F. Flentje, Jr.

LIBER 112 PAGE 572

111

#8794 Equity

Thomas E. Collison
et al

vs.

David W. Collison
et al

Affidavit of James
W. Robinson

Affidavit Jan. 16, 1958

In the Case of

Thomas Edward Collison,
et al
vs.
David W. Collison,
et al

In the
Circuit Court
For
Anne Arundel County
No. 8794 Equity

To the Honorable, the Judges of said Court:

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

January 15, 1958

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

Dr. Thomas Edward Collison, et al vs. David W. Collison, et al in ac.

To Trustees for Commissions, viz:	1,012	31		
To Trustees for Fee for legal services rendered (Order of 11/11/57), viz:	12,180	00	13,192	31
To Trustees for Court costs, viz:				
Clerk of Court - final Court costs	31	75		
Auditor - stating this account	189	00	220	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	117	52		
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	12	75		
National Surety Corp. - bond premium	40	00		
George W. Scible - auctioneer's fee	100	00		
J. R. McCrone, Jr., Inc. - surveys, plats and descriptions of two tracts at Mayo	164	00		
George E. Bryant - appraiser's fee	50	00		
Joseph D. Lazenby - appraiser's fee	175	00		
Joseph D. Lazenby - conferences and testimony	75	00		
W. Irvin Young - mimeographing bill of complaint in #10,811 Equity	50	00		
One-half Federal documentary stamps (Sale to Young)	5	23		
One-half State documentary stamps (Sale to Young)	5	22		
Myrtle Sturm - notary fees	2	00		
Marvin I. Anderson - amounts advanced from 7/17/52 - 7/23/57 for certified copies of deeds, wills, plat prints, photostating, stencils, serving copies, telephone calls, etc, (See Schedule A hereto attached)	138	80		
Jos. D. Lazenby, Agent - fire insurance premium	10	00	967	52
To Trustee for Taxes, viz: 1957 State and County taxes on Lot A - (Thomas E. Collison - .87 acre) - $89.04 - 8 months 26 days	65	79	65	79
BALANCE FOR DISTRIBUTION - $22,169.57				
Distributed to the Residuary Devisees of Nicholas G. Collison, who died 5/30/08 (See Decree dated 4/4/57), as set forth in Schedule B hereto attached	22,169	37	22,169	37
			36,615	74

SCHEDULE B

D I S T R I B U T I O N

1.	To Annie M. C. Jackson, granddaughter- one-eighteenth	1,231.63	
2.	To B. Raymond Brashears, grandson- one-eighteenth	1,231.63	
3.	To J. Earl Brashears, grandson - one-eighteenth	1,231.63	
4.	To Mildred Mae Parks, granddaughter - one-eighteenth	1,231.63	
5.	To David W. Brashears, grandson - one-eighteenth	1,231.63	
6.	To Thomas E. Dawson, grandson - one-eighteenth	1,231.63	
7.	To Hazel Dawson Owens, granddaughter - one-eighteenth	1,231.63	
8.	To David C. Dawson, grandson - one-eighteenth	1,231.63	
9.	To Clara Estella Gibson, granddaughter- one-eighteenth	1,231.63	
10.	To Elsie Winstead Hutchison, granddaughter - one-eighteenth	1,231.63	
11.	To Elsie Virginia McNair, daughter of Thomas N. Petty, grandson, who died 7/16/20 - one-eighteenth	1,231.63	
12.	To Florence Berry, sister of Effie M. Petty, widow of Solonie E. Petty, grandson, who died 1/2/48 - one-thirty-sixth (being one-half of widow's allowance of $1,231.63 , the said Effie M. Petty having died 2/6/50) $615.82 LESS 7½% collateral inheritance tax 46.19	569.63	
13.	To Everett Appleby, brother of Effie M. Petty, widow of Solonie E. Petty, grandson, who died 1/2/48 - one-thirty-sixth (being one-half of widow's allowance of $1, 231.63, the said Effie M. Petty having died 2/6/50) $615.81 LESS 7½% collateral inheritance tax 46.18	569.63	14,687.19
	Forward		$14,687.19

	Forwarded		$ 14,687.19
14.	To Edith S. Robinson, daughter of Virgie L. Smith, granddaughter, who died 4/12/45 - one-fifty-fourth $410.55 LESS Direct inheritance tax 4.11	406.44	
15.	To John Burton Smith, son of Virgie L. Smith, granddaughter, who died 4/12/45 - one-fifty-fourth $410.54 LESS Direct inheritance tax 4.10	406.44	
16.	To William J. Smith, son of Virgie L. Smith, granddaughter, who died 4/12/45 - one-fifty-fourth $410.54 LESS Direct inheritance tax 4.10	406.44	
17.	To Myrtle C. Young, granddaughter - one-eighteenth	1,231.63	
18.	To Ruby S. Smith, granddaughter - one-eighteenth	1,231.63	
19.	To Myrtle C. Young - interest acquired by deed from Drucilla C. Finch; by Will from Mary E. Collison Care, mother of Roy A. Collison, grandson, who died 5/12/20; and by inheritance from Paul G. Collison, brother, who died 2/28/39 - one-thirty-sixth $615.82 LESS One-half of direct inheritance tax on interest of Mary E. Collison Care, who died 11/11/41 3.08	612.74	
20.	To Ruby S. Smith - interest acquired by deed from Drucilla C. Finch; by Will from Mary E. Collison Care, mother of Roy A. Collison, grandson, who died 5/12/20; and by inheritance from Paul G. Collison, brother, who died 2/28/39 - one-thirty-sixth $615.82 LESS One-half of direct inheritance tax on interest of Mary E. Collison Care, who died 11/11/41 3.08	612.74	4,908.06
	Forward		19,595.25

	Forwarded		$	$ 19,595.25
21.	To Myrtle C. Young,-interest acquired by deed from Pearl Collison, widow of Paul G. Collison, grandson, who died 2/28/39; by Will from Mary E. Collison Care, his mother, and by inheritance from said Paul G. Collison, her brother - one-thirty-sixth	$615.82		
	LESS Direct inheritance tax	6.16	609.66	
22.	To Ruby S. Smith - interest acquired by deed from Pearl Collison, widow of Paul G. Collison, grandson, who died 2/28/39; by Will from Mary E. Collison Care, his mother, and by inheritance from Paul G. Collison, her brother - one-thirty-sixth	$615.82		
	LESS Direct inheritance tax	6.16	609.66	
23.	To James W. Robinson, Widower of Margie M. Robinson, granddaughter, who died 5/4/10 at the age of 20 years, he having been at that time 25 years old (see affidavit filed herein) - allowance in lieu of potential right of dower (.08163) (Equity Rule 17 of the Circuit Court for Anne Arundel County)		100.54	
24.	To The Home for the Aged of the Methodist Church of Baltimore City (formerly known as The Home for the Aged of the Methodist Episcopal Church of Baltimore City), sole devisee under the Will of Georgianna S. Collison Harrison, mother of Margie M. Robinson, granddaughter - this remainder of her one-eighteenth interest		1,131.10	
	To H. S. Clark, Register of Wills - total direct and collateral inheritance taxes, as above		123.16	2,574.12
				$ 22,169.37

SCHEDULE A

AMOUNTS ADVANCED BY MARVIN I. ANDERSON IN PAYMENT OF EXPENSES IN CONNECTION WITH #10,811 EQUITY and #8794 EQUITY

-:-:-:-:-

		$
1952 July 17	James D. Hicks, County Surveyor - print of plat of Collison property filed in both cases	1.00
Aug. 15	James D. Hicks, County Surveyor - print of plat of Collison property filed as exhibit in both cases	.50
1953 Aug. 20	Register of Wills for Anne Arundel County - certified copy of Will of Nicholas G. Collison filed as exhibit in No. 10,811 Equity	4.00
Aug. 20	Register of Wills for Anne Arundel County - certified copy of Will of Mary E. Care filed as exhibit in both cases	2.00
Aug. 24	Clerk of Circuit Court for Anne Arundel County - certified copies of deeds and testimony from #8794 Equity, the deeds having been filed as exhibits in both cases, and the testimony having been filed as an exhibit in #10,811 Equity	27.75
Aug. 25	Clerk of Circuit Court for Anne Arundel County - photostating four pages of tax sale proceedings filed as an exhibit in both cases	2.00
Sept. 3	Clerk of Circuit Court for Anne Arundel County - certified copy of Exhibit No. 3 in No. 8794 Equity, filed as Exhibit No. 10,811 Equity	1.00
Sept. 8	Register of Wills for Anne Arundel County- certified copy of Will of Georgia Harrison filed as an exhibit in both cases	2.00
Sept. 4	Register of Wills for Anne Arundel County - expenses of deputy on trip to Baltimore to prove signatures of witnesses to Will of Georgia Harrison	10.00
Sept. 29	Sheriff of Anne Arundel County -summoning respondents in District of Columbia (Equity No. 10,811)	6.00
1954 March 12	Talman's Office Supplies - stencils used in mimeographing petition to re-open proceedings in No. 8794 Equity	4.17
15	Ruth L. Shakelton - mimeographing petition filed in No. 8794 Equity	7.70
22	Frances E. Crane -typing stencils used to reproduce petition filed in No. 8794 Equity	15.00

1954 April 2	William K. Dickey, Jr., Esq. - serving petition filed in #8794 Equity on respondent, Minnie Collison	5.00
Apr. 15	Commissioner of Land Office - photo copies	1.00
July 19	Telephone call to Judge James Clark	2.85
July 20	Telephone call to Judge James Clark	.45
Oct. 18	Copies of Judge Clark's opinion in No. 8794 Equity, from which appeal was taken	3.00
Oct. 20	Telephone call to Judge Clark	.88
Dec. 29	Clerk of Circuit Court for Anne Arundel County - photostat copies (No.8794 Equity)	12.00
Dec. 30	Clerk of Circuit Court for Anne Arundel County - Cost of record in No. 8794 Equity to Court of Appeals	5.00
1955 Aug. 23	Mareco - mimeographing and reproducing counterclaim and cross-bill in No. 8794 Equity	13.50
1956 May 4	United States Marshal for District of Columbia - original cost of service of cross-bill on respondents (No. 8794 Equity)	6.00
May 18	United States Marshal for District of Columbia - additional cost of service of cross-bill on respondents (No. 8794 Equity)	3.00
1957 Jan. 23	Register of Wills for Baltimore City - certified copy of Will of Carrie V. Petty, filed as Exhibit in No. 8794 Equity	3.00
	Total	138.80

with Marvin I. Anderson and Malcolm B. Smith, Trustees Cr.

1957						
May	3	Paul D. Collison - amount decreed to be paid for Lots #5 through 8 (Parcel A) by Decree dated 4/9/57	1,150	00		
		Occupation rent thereof from 7/31/50 to 5/1/57 @ $51.75 per year	349	31	1,499	31
May	20	Thomas E. Collison and wife - amount decreed to be paid for Parcel D, containing .87 acres by the Decree of 4/9/57 aforesaid	11,000	00		
		Occupation rent thereof from 7/31/50 to 5/20/57 @ $495.00 per year	3,381	12	14,381	12
June	26	Charles J. Trabing and wife - amount decreed to be paid for Lots #9 through 16 (Parcel B) by the aforesaid Decree of 4/9/57	3,650	00		
		Occupation rent thereof from 7/31/50 to 7/3/57 @ $164.25 per year	1,136	07	4,786	07
July	31	Harry Orme and Wife - amount decreed to be paid for Lots #17 through 25 (Parcel C) by the Decree of 4/9/57 aforesaid	5,000	00		
		Occupation rent thereof from 7/31/50 to 7/30/57 @ $225.00 per year	1,575	00	6,575	00
Sept.	18	W. Irvin Young - proceeds of public sale of remaining property described in said Decree	9,200	00		
		Interest on deferred payment of $8,280.00 to 9/20/57	80	04	9,280	04
		Refund 1957 State and County taxes thereon - 97 days	20	20	20	20
		Abraham Sellman - rent paid	74	00	74	00
					36,615	74

Copy of Order Nisi for Maryland Gazette received this 23 day of January, 1958.

Capital-Gazette Press, Inc.

By: [illegible]

No. 8794 EQUITY

19 No. Docket

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

Thomas Edward Collison,

et al

VS.

David W. Collison,

et al

Auditor's Report and Account

Order nisi January 22 19 58

Final order March 4 19 58

Filed January 22 19 58

ORDER NISI

Thomas Edward Collison, et al

VERSUS

David W. Collison, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 8794 Equity.

ORDERED, This 22 day of January, 19 58, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of March, 1958, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED
1958 MAR -4 PM 4:01

~~Judge~~

LIBER 112 PAGE 582

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

Thomas Edward Collison, et al
VERSUS
David W. Collison, et al

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 8794 Equity

Ordered, this 22 day of January, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1958

We hereby certify, that the annexed Order Nisi Eq. 8794 Auditor Account David W. Collison

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 3rd day of March, 1958. The first insertion being made the 30th day of January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 314

By H. Tilghman

FILED

1958 MAR -4 AM 10:52

LIBER 112 PAGE 583

WILLIAM F. PODLICH, Attorney Named In Mortgage vs. JOSEPH LOUIS HARRISON and HELEM M. HARRISON, his wife	NO. IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY DOCKET No. 12,724	EQUITY FOLIO

****

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from JOSEPH LOUIS HARRISON and HELEM M. HARRISON, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Nine Thousand Four Hundred and 00/100 ($9,400.00) Dollars, dated September 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 969 Folio 371 and marked "ATTORNEY'S EXHIBIT NO. 1", together with the accompanying Affidavit regarding the Military Status of said Defendants, and marked "ATTORNEY'S EXHIBIT NO. 2."

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

June 20, 1958

FILED

1958 JUN 21 AM 9:18

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

"ATTORNEY'S EXHIBIT NO. 1"

This Mortgage, made this 28th day of September

No. 12,724 Equity

in the year one thousand nine hundred and fifty-five, between

JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife, ---------------- of

---------------- Anne Arundel County, in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife, ----------------------

the sum of NINE THOUSAND FOUR HUNDRED and no/100 ($9,400.00)- - - - - - - - - - dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five and one-half (5½%) per cent per annum, in the manner following:

By the payment of Fifty-seven and 75/100 ($57.75)- - - - - - - - - - - - - - - dollars on or before the twentieth day of each and every month from the date hereof, 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:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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 of one dollar, the said JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife - - - - - - - - - - - -,

do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County -,

State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered Sixteen (16), fronting on the east side of Nottingham Drive, as shown on the Plat of Section One (1) of Lehigh, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book JHH No. 25, Folio 48.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Dixie Corporation unto the Mortgagors herein.

FILED
1958 JUN 21 AM 9:18

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight ($108.00) Dollars, payable in even and equal half-yearly installments on the 7th days of March and September in each and every year.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee 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 Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the **twentieth** day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. 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.

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

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars 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 State of Maryland; (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; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or 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, attorney's fee 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 commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, 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, attorney's fee, expenses and commission.

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AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Thelma B. Breeden
(Thelma B. Breeden)

Joseph Louis Harrison (SEAL)
Joseph Louis Harrison

Helen M. Harrison (SEAL)
Helen M. Harrison

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of September in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife - - - - - - - - - - - - - - , the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, - JOHN L. FISHER - President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Thelma B. Breeden
(Thelma B. Breeden) Notary Public.

My commission expires on
May 6, 1957

Rec'd for record Oct. 3, 1955, at 9:00 A M.
Per George T. Cromwell, Clerk.
Mailed to Podlich & Podlich

(3)

MORTGAGE

FROM

JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 3 C.C.T. 19 55 at 9 o'clock A M.
Same day recorded in Liber C.T.C. No. 969 folio 371 &c. one of the Land Records of A.A.C. and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record $

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property: Lot No. 16 Nottingham Drive

Description approved L.R.T.P.

Execution approved

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

"ATTORNEY'S EXHIBIT NO. 2"

WILLIAM F. PODLICH, Attorney Named in Mortgage vs. JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife	NO. DOCKET No. 12,724	EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY FOLIO

****

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 DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated under the Laws of the United States of America, which Corporation is the owner and holder of the Mortgage filed in the above proceeding, and he made oath in due form of law that he knows the Defendants herein; that the Defendants, by Deed dated November 9, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1172 Folio 81, conveyed said mortgaged property to United States Land and Investment Corporation, a body corporate, the present owners of the mortgaged property described in the Mortgage filed in this proceeding; and that to the best of his knowledge, 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.

Dwight F. Brunk
(Dwight F. Brunk) Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
this 20th day of June, 1958

Elsie Curtis
ELSIE CURTIS Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

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LIBER 112 PAGE 589

WILLIAM F. PODLICH, Attorney Named in Mortgage	: No. 12724 - EQUITY
	: IN THE
-vs-	: CIRCUIT COURT
JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife	: OF ANNE ARUNDEL COUNTY
	: Docket 17 - Folio 351

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife, to the said body corporate, dated September 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 969, Folio 371.

Original Loan	$ 9,400.00
Amount Repaid	452.48
Loan Balance	8,947.52
Interest to 7/18/58	174.90
	9,122.42
Credit Expense Account	125.42
	$ 8,997.00

Aurora Federal Savings and Loan Association INCORPORATED 1895

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Viola G. Shults
(Viola G. Shults) Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th day of July, 1958, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared VIOLA G. SHULTS, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the Mortgage filed in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED
1958 JUL 16 AM 11:08

7

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

LIBER 112 PAGE 590

LIBER 9 PAGE 360

WILLIAM F. PODLICH, ATTORNEY NAMED IN MORTGAGE

vs.

JOSEPH LOUIS HARRISON AND HELEN M. HARRISON, HIS WIFE

BOND OF Attorney

TO SELL Real Estate

No. 12,724 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1, Maryland,

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand & 00/100 Dollars ($ 9,000.00--), 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 14th day of July, in the year of our Lord, nineteen hundred and fifty-eight.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Joseph Louis Harrison & Helen M. Harrison, his wife to Aurora Federal Savings and Loan Association bearing date the 28th day of September, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 969 Folio 371 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

William F. Podlich

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact

Bond Approved this 16th day of July, 1958.
George F. Cromwell, Clerk

FILED

1958 JUL 16 AM 11:10

8.

LIBER 112 PAGE 591

WILLIAM F. PODLICH
Attorney Named in Mortgage

-vs-

JOSEPH LOUIS HARRISON and
HELEN M. HARRISON, his wife

: No. 12,724 - EQUITY

: IN THE

: CIRCUIT COURT

: FOR ANNE ARUNDEL COUNTY

Docket No. 17 - Folio 351

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 18th day of July, 1958, the undersigned Auctioneer did sell the leasehold property known as No. 1121 Nottingham Drive (being Lot No. 16 on the Plat of Section 1 of LEHIGH) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto E. HERBERT ZIMMERMANN AND ERNA B. ZIMMERMANN, his wife,

at and for the sum of Eight thousand Nine hundred and 00/100 Dollars, said purchaser being at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of said sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said Sale was fairly made.

E. T. NEWELL & CO.,

By [signature] Its President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 18th day of July, 1958, purchase the leasehold property described in the aforegoing "CERTIFICATE OF AUCTIONEER," from WILLIAM F. PODLICH, Attorney Named in Mortgage, at and for the sum of $8,950.00 Dollars, of which the sum of ONE Hundred Fifty and 00/100 ($150.00) Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

[signature]

[signature]

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1958 JUL 24 PM 3:30

9

WILLIAM F. PODLICH, Attorney Named in Mortgage	: No. 12,724 - EQUITY
-vs-	: In the
	: CIRCUIT COURT
JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife	: for ANNE ARUNDEL COUNTY Docket 17 - Folio 351

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of WILLIAM F. PODLICH, Attorney Named in Mortgage filed in the above proceedings, respectfully shows:

1- That under and by virtue of the power contained in a Mortgage from JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 28th, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 969, Folio 371, to make sale of the property therein described in case of default, and default having occurred thereunder, the said WILLIAM F. PODLICH, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Friday, July 18th, 1958, at 2.30 o'clock, P.M. (Eastern Daylight Savings Time) at the said mortgaged premises, offer the leasehold property known as Lot No. 16, as shown on the Plat of Section One (1) of LEHIGH, in the Third Election District of Anne Arundel County, as said lot is described in said Mortgage, for sale by Public Auction; and the said WILLIAM F. PODLICH, Attorney as aforesaid, then and there sold the leasehold interest in and to the said property unto E. HERBERT ZIMMERMANN and ERNA B. ZIMMERMANN, his wife, at and for the sum of Eight Thousand Nine Hundred Fifty and no/100 ($8,950.00) Dollars, they being at that figure, the highest bidders therefor, the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

2- And the said Attorney further reports that he has received from the purchasers a deposit of One Hundred Fifty and no/100 ($150.00) Dollars, on account of the aforementioned purchase price, and has also

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1958 JUL 24 PM 3:30
1958 JUL 24 PM 3:30

10

obtained the written agreement of the purchasers to comply with the terms of sale, as set out in said Advertisement annexed hereto.

3- Said Attorney further reports that said property, so sold, was not owned by any individual whose Military Status could or might affect the right of said Attorney to make said sale.

4- Said Attorney files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the Purchasers of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich) Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 23rd day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Thelma B. Breeden

Notary Public

THELMA B. BREEDEN

THELMA B. BREEDEN NOTARY PUBLIC BALTIMORE

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ORDER NISI

LIBER 112 PAGE 594

William F. Podlich,
Attorney Named in Mortgage

versus

Joseph Louis Harrison and
Helen M. Harrison, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,724 Equity

Ordered, this 24 day of July, 1958, That the sale of the Property in these Proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage, ~~Trustee,~~

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

The report states that the amount of sale was $ 8,950.00.

George T. Cromwell Clerk.

True Copy,

FILED 1958 JUL 24 PM 3:31

TEST: ..... Clerk.

(Final Order)

William F. Podlich,
Attorney Named in Mortgage

versus

Joseph Louis Harrison and
Helen M. Harrison, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 5th day of September, 1958, that the sale made and reported by the Attorney aforesaid, be and the same is 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 Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

FILED

1958 SEP -5 PM 3:16

12

WILLIAM F. PODLICH, Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

known as
NO. 1121 NOTTINGHAM DRIVE
(Being Lot No. 16 on Plat of Section One (1) of LEHIGH, in the Third Election District of Anne Arundel County, Maryland).

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated September 28, 1955 and recorded among the Mortgage Records of Anne Arundel County in Liber G.T.C. No. 969, Folio 371 from JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction, on the premises, on

Fri., July 18th, 1958
at 2:30 o'clock P.M.
(EASTERN DAYLIGHT SAVINGS TIME)

all that leasehold lot or parcel of ground situate in the Third Election District of Anne Arundel County and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered Sixteen (16), fronting on the east side of Nottingham Drive, as shown on the Plat of Section One (1) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book J.H.H. No. 25, Folio 48. The improvements thereon being known as No. 1121 Nottingham Drive.

SUBJECT to the payment of an annual ground rent of One Hundred Eight ($108.00) Dollars, payable in even and equal semi-annual installments.

IMPROVED by a detached Brick Dwelling House with Carport.

TERMS: CASH upon ratification of Sale by the Circuit Court for Anne Arundel County, In Equity.

ALL taxes, ground rent, and other public dues and charges, are to be adjusted to date of Sale, and all annual benefit charges or assessments, imposed by any Municipality, Public Authority or Commission, for public improvements of any kind or character, made or to be made to or affecting or benefiting said property, whether assessment therefor has been actually levied or not, shall be paid by the Seller to the date of Sale, or allowance made therefor to the Buyer to said date, and thereafter payment of all such annual benefit charges or assessments for such public improvements shall be assumed by the Buyer.

A CASH deposit of $500.00 will be required of the Purchaser on the day of Sale, balance of purchase price to bear interest at 6% from day of Sale.

WILLIAM F. PODLICH
Attorney Named In Mortgage.
E. T. NEWELL & CO.,
Auctioneer

Jy-17

LIBER 112 PAGE 595 OFFICE

Maryland Gazette

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

ro 12,724

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1958

We hereby certify, that the annexed
Attorney's Sale
Joseph Louis Harrison

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 July, 1958. The first insertion being made the 26th day of June, 1958.

THE CAPITAL-GAZETTE PRESS, INC.
H. Tilghman

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1958 JUL 25 AM 11:09

LIBER 112 PAGE 596

OFFIC OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,724 Equity

WILLIAM F. PODLICH
Attorney Named in Mortgage
VERSUS
JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife

Ordered, this 24 day of July, 1958; That the sale of the property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of September next.

The report states that the amount of sale was $8,950.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1958

We hereby certify, that the annexed Order Nisi Sale Eq. 12,724 Joseph Louis Harrison 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 2nd day of September, 1958. The first insertion being made the 31st day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 36 4/1958 SEP -3 PM 3:52

14

In the Case of

William F. Podlich,
Attorney named in Mortgage
vs.
Joseph Louis Harrison
and
Helen M. Harrison, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,724 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.

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

September 18, 1958

Dr. William F. Podlich, Attorney named in Mortgage, vs. Joseph Louis Harrison and Helen M. Harrison, his wife in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	300	83	335	83
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co.- bond premium	36	00		
E.T. Newell & Co., Inc. - auctioneer's fee	50	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Elsie Curtis - notary fees	1	00		
Thelma B. Breedon - notary fee		50	167	64
To Attorney for Taxes, viz:				
1958 State and County taxes ($147.48) - 6 months 18 days	81	11	81	11
To Attorney for Benefit Charges, viz:				
1958 water and sewer benefit charges ($54.86) - 6 months 18 days	30	17		
Metered water bill past due (paid by purchaser)	13	40	43	57
To Attorney for Ground Rent, viz:				
Annual ground rent of $108.00 from 3/7/58 to 7/18/58 - 4 months 11 days	39	30	39	30
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,299	79	8,299	79
			9,027	74
Amount of mortgage claim filed	8,997	00		
Cr. Amount allowed above	8,299	79		
Balance subject to decree in personam	697	21		

16

with

William F. Podlich, Attorney named in Mortgage

Cr.

1958						
July	18	Proceeds of Sale	8,950	00		
		Interest on deferred payment of $8,800.00 to 9/11/58 - 1 month 23 days	77	74	9,027	74
					9,027	74

17

LIBER 112 PAGE 600

ORDER NISI

William F. Podlich,

Attorney named in Mortgage

VERSUS

Joseph Louis Harrison

and

Helen M. Harrison, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,724 Equity.

1958 SEP 22 PM 2:16 FILED

ORDERED, This 22nd day of September, 19 58, 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 27th 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 27th day of October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of October, 19 58, 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.

FILED

1958 OCT 29 AM 9:26

Matthew S. Crown

Judge

18

LIBER 112 PAGE 601

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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. 12,724 Equity

WILLIAM F. PODLICH,
Attorney named in Mortgage
VERSUS
JOSEPH LOUIS HARRISON and HELEN M. HARRISON, his wife

Ordered, this 22 day of September, 1958, 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 27th 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 27th day of October next.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
O-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1958

We hereby certify, that the annexed Order Nisi Eq. 12,724 Auditor account Joseph Louis Harrison 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 27th day of October, 1958. The first insertion being made the 25th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958 OCT 28 PM 12:46

No. M.G.S. 5 Oct 28

19