

No 4947 Equity

Maynard, who as the duly authorized agent of your Objectant intended to bid on the real estate mentioned in said Report of sales when the same was offered for sale, on the day of the said sale and before the hour thereof, the said Dennis H Maynard stated that the said real estate was to be sold free of all encumbrance using words to that effect, and that the purchaser would have a good and complete title thereto, excepting as to the widows dower and a mining right, which both parties understood to be excepted. Afterwards when the sale was about to commence the said Dennis H Maynard in announcing the terms of sale, made the same statements in substance and with such understanding the said Peter Lugenbeel bid the sum of three thousand nine hundred and sixty dollars for the said real estate and the same was knocked off to him as reported. Your objectant had authorized the said Peter Lugenbeel to buy the said real estate only in case he could at the time get a good and complete title thereto, excepting as to the widows dower and the mining right as aforesaid, and when the real estate was knocked off to the said Peter Lugenbeel as aforesaid the said Lugenbeel understood from what the said Maynard had said that he, the said Maynard, would release his first mortgage, and that a good and complete title would thereby be obtained, and with this understanding the said Lugenbeel assured your Objectant that it was "all right" and your Objectant signed the Certificate of purchase as exhibited. Your Objectant did not know that the said Dennis H Maynard intended to retain his first mortgage upon the said real estate but both your Objectant and the said Peter Lugenbeel supposed and understood from what had passed as aforesaid that the said Dennis H Maynard intended releasing his first mortgage upon said real estate that thereby your Objectant might obtain a good and sufficient title thereto at the price and in consideration of the amount bid as aforesaid. Your Objectant respectfully shews unto your Honors that he was acting in good faith and that he was and still is willing and ready to pay the said sum of money for the said real estate provided he can get at the same time a good and complete title thereto with the exception aforesaid; that he was not guilty of any laches but that he was using due diligence, but that the mistake arose from the misrepresentation made by the said Dennis H Maynard as stated herein and that it would be a fraud to compell your Objectant to pay the sum of Eleven hundred and eight dollars and seventy cents more than he promised and agreed to pay for said real estate, as he will be compelled should the sales be ratified as reported. and

Objections of
Nicholas H Clemson
to ratification of sale

2^d Because of other good and sufficient reasons - And as in duty bound &c,
Frank C. Norwood
Solicitor for Nicholas H Clemson

Filed Dec 25, 1883.

Dennis H Maynard Mortgage &c
on
Petition
No 4947 Equity
In the Circuit Court for
Frederick County

In answer of
Dennis H Maynard
to
Nicholas H Clemson
objection to ratifi-
cation

To the Honorable the Judges of the Circuit Court for Frederick County sitting as a Court of Equity
The answer of Dennis H Maynard to the objections of Nicholas H Clemson to the ratification of the report of sale filed in the above case,
This respondent for answer says that he denies that in any conversation by him held with Peter Lugenbeel the agent of said Nicholas H Clemson on the day of said sale, or at any other time he told said Peter Lugenbeel or any other person that said property would be sold free and clear of all encumbrances or any thing to that effect and that the purchaser would get a good and complete title to said property with the exception of the widows dower claim and a mining right but on the contrary this respondent does aver and charge that in the advertisement of sale he expressly stated and gave notice that said property would be sold subject to the widows dower, and also subject to mortgage from said Basil Maynard dated the first day of February A.D. 1877 for nine hundred dollars with interest and also subject to a lease on said farm given by Basil Maynard to B F Kelly for mining rights dated May 27 A.D. 1880, and which he substantially recited on the day of sale and at the time and place of sale, so that it was fully understood by said Peter Lugenbeel, or ought to have been understood by him as he had every reasonable opportunity to understand it.