No. 5031. Equity

Philip Kuhn et al
vs
Magdalena Moser et al

No. 5031 Equity
In the Circuit Court for Frederick County

To the Honorable Judges of said Court

The petition of Samuel Fray and Sophia Fray his wife, parties defendant in the above Case, respectfully shows:

1st That their position as parties in said case, their part in the passage of the decree to sell the land mentioned in said Case and the appointment of Trustees to make such sale are set forth in the petition filed in the Case April 30 - 1887.

2d That under an order of your Honors filed in said Case on May 21 1887 a resale of the said land was made by said Trustee on July 23d 1887 after due notice as will appear by report of sale filed September 13 1887.

3rd That said sale on July 23d was unjust and unfair in that the auctioneer declined, failed and refused to take or entertain good, reliable bids in selling said land.

4th That the prices for which said land was sold are grossly inadequate.

5th That a proper division of said lands into lots and a sale in that manner would produce a larger price for the same than was obtained by the division into tracts as was done at said sale.

For the foregoing, as well as for other good and sufficient reasons, your petitioners pray your Honors to set aside said sale and order and direct said Trustee to resell said land. And your petitioners will ever &c

Edw. S. Reichelderfer
One of Solicitors for Defts.

Filed October 7. 1887.

Petition of Geo Kuhn to substitute Martin V. Witmer as purchaser

Philip Kuhn Jr. and others
vs
Magdalena Moser and others

No. 5031 Equity.

In the Circuit Court for Frederick County.
Sitting as a Court of Equity.

To the Honorable the Judges of said Court.

Your petitioner, George Kuhn, respectfully shows unto your Honors:

1. That he purchased from Trustees Milton G. Lamm and Frank E. Thomas the Trustees the tract of one hundred and fifty acres of mountain land mentioned in these proceedings at and for the sum of one dollar, and a trifle - nine Cents per acre, as set forth in the Report of sales and the Exhibits thereto.

2. That he has Complied with the terms of sale by paying down one hundred and five dollars Cash and giving his Note with a Certain Martin V. Witmer as security for the remainder,

3. That since the paying of said sum of money and the giving of said promissory note he has sold the said land to the said Martin V. Witmer,

4. That it will be unnecessary for the Trustees to make a Deed to him but that he desires to have the said Martin V. Witmer substituted in his place as purchaser of said real Estate, and to have the trustees