

## No. 7251, Equity

balance above stated he brought the amount due for the farm up to \$6,609.60. In May 1889, a Credit of \$1,200. was given upon this sum, reducing the principal debt to \$5,409.60 Interest was then added to October 1, 1890, and Credits against that were allowed, whereby the amount due on October 1st, was again reduced to \$5,607.07. Upon this latter amount interest was charged up to November 30, 1891 \$392.40 making \$5,999. On the same day (November 30<sup>th</sup>) Certain Credits aggregating \$399. were given leaving the sum of \$5,600 as due on November 30 1891, and for that sum, on that day the Mortgage was executed on the same day, Mary M. & Crendorff and James A. Crendorff in the presence of James A. Leonard Justice of the Peace, signed a receipt a receipt acknowledging the payment by Francis H. Crendorff to them of the \$1,069.68 distributed in the second and final account of John Crendorff's estate; and they also, at the same time, executed another receipt for the sum of \$500.72, for rents collected and the other items included in the Statements then and there submitted to them. Now it is inconceivable that they would have executed a note to Francis H. Crendorff on the 30<sup>th</sup> of November 1891 and would have conveyed to him by way of Mortgage to secure the payment of that note, the identical property which he had conveyed to them six days previously, if, in point of fact, at that very time he was indebted to them and they were not indebted to him. The theory of the improper inclusion of the alleged advancements in the first administration account is obviously an after thought.

The notes of James A. Crendorff alluded to in Francis H. Crendorff's first administration account, do not evidence an advancement to Mary M. & Crendorff. In *Black v. Wilson*, 21 Md. 698 it was held that an advancement is a gift by anticipation the whole or a part of what it is supposed a child will be entitled to receive on the death of the parent, making it and dying intestate, and it is to be distinguished from a debt due, or from an absolute or indefeasible gift, or conveyance having no view whatever to a portion or settlement. In *Harley v. Harley* 57 Md. 340, it was said, "that a bona fide declaration of a parent that he intended all existing