

NO. 8177. Equity.

recorded in Liber J. S. No. 44, folio 84 et seq. of the
 land records of Frederick County, Maryland, excepting
 known, one acre one rood and ten perches, clear
 of old survey, to and the same more or less, conveyed
 by Elisha Howard and wife to Warren Sellman, by
 deed dated June 11, 1844, and recorded in Liber
 N. S. No. 22, folio 79 et seq. of said land records,
 and establishing and declaring the title of Complaint
 to said property as a good and marketable title,
 The bill in substance states that the defendant
 William H. Millan has contracted with the
 Complainant to purchase said property and
 failed and refused to keep said contract and
 to pay the purchase money on the alleged ground
 that the Complainant has not a good title to said
 property; that the Complainant's title is good by the
 adverse possession of himself and those through whom
 he claims for more than fifty years; that Elisha
 Howard purchased said land from the Bank of
 the United States and received a deed therefor from
 said Bank, dated the 22nd day of March 1853, and
 recorded among the land records of said County,
 in Liber J. S. No. 44, at folio 84 et seq. that Casper
 Mautz "late Sheriff" of said County conveyed all rights
 and title of Elisha Howard in and to said land
 to Samuel S. Kaye by deed dated the 3rd day
 of March, 1850, and duly recorded among said
 land records; that said Samuel S. Kaye, entered
 into possession and ownership of said land
 and so continued until some time in 1857, when
 he died leaving a will which has been duly probated
 and recorded in Montgomery County, Maryland,
 and a copy whereof has been filed and remains
 in the office of the Register of Wills of said Frederick
 County; that by said will he directed that the
 residue of his estate, which included the aforesaid
 property be sold and the proceeds divided between
 his heirs so that they should all share equally,
 and that John A. Waddle, husband of his deceased
 daughter Elizabeth, should receive her share; that
 the said lands were not sold by the executors
 of his said will but that an agreement was
 entered into between all the heirs, whereby the
 said lands became the property of Warren A. Kaye
 William H. Kaye, and George R. Kaye, three of
 the testator's children, who thereupon entered
 into occupancy and ownership thereof claiming
 to be the sole owners; that on the 26th day