

NO. 9097 EQUITY.

Marie B. Lemen, widow, and
 Tabitha C. Lemen, Infant, by
 Marie B. Lemen her mother and
 next friend

In the Circuit Court for Fred-
 erick County, sitting as a
 Court of Equity.

Vs.

Tabitha C. Lemen, Infant.

To the Honorable, the Judges of said Court.

The Bill of Complaint of Marie B. Lemen, widow, and Tabitha C. Lemen, infant, by Marie B. Lemen, her mother and next friend, respectfully shows unto Your Honore--

1. That Willoughby N. Lemen, late of Frederick County Maryland, deceased, died on July 25, A. D. 1913, intestate seized and possessed of a lot of ground situated in the town of Brunswick, in said Frederick County, which said lot is described in a deed from William W. Wenner, and Susan A. Wenner, dated March 31 1893, to said Willoughby N. Lemen, and duly recorded in liber J. L. L. no. 5 folio 7 etc., one of the land records of said Frederick County, a certified copy of which deed is herewith filed with this Bill and marked Exhibit A., and also a lot of ground situated in said town of Brunswick described in a deed from Wm. W. Wenner et. al., to said Willoughby N. Lemen, dated October 1 A. D. 1901, and duly recorded among said aforementioned land records in liber D. H. H. No. 11 folio 650 etc., a certified copy of which deed is herewith filed and marked Exhibit B.
- 2.--That the said Willoughby N. Lemen left at the time of his death a widow, Marie B. Lemen and an infant daughter Tabitha C. Lemen, aged about ten years, who is his only heir at law, to whom the above described real estate descended subject to the dower right of his widow Marie B. Lemen.
3. That some months before his death the said Willoughby N. Lemen contracted with a certain James W. Johnson, a builder and contractor in said Brunswick, to erect upon the aforesaid lot, a number of dwelling houses, and that the same were in process of construction at the time of the death of the said Willoughby N. Lemen, and had been partially completed, and the contract price for building said houses was \$1310.00.
4. That the said Willoughby N. Lemen did not have personal estate or money sufficient to cover the cost of the erection of said houses, but had arranged to borrow from Michael Arnold Hemp the sum of Thirteen Hundred and Ten Dollars on mortgage on said real estate at the rate of six per cent per annum.
5. That said Michael Arnold Hemp had already previously advanced to said Willoughby N. Lemen, as evidenced by a mortgage executed on January 18 A. D. 1911, by said Willoughby N. Lemen and Marie B. Lemen, his wife, as the same is to be found recorded in liber 295 folio 50 etc., one of the aforementioned land records, as by reference thereto the same will appear, and the said Willoughby N. Lemen also owes said Michael Arnold Hemp the sum of Five Hundred Dollars borrowed on note a part of said contract price, and the said Michael Arnold Hemp is willing to advance the balance due on said contract when said houses are completed upon being secured by another mortgage on said property as agreed between them, or is willing that the whole amount due him \$1000.00 and interest be paid off, if it should appear that it would be to the interest of the infant and widow as well, that the whole amount should be borrowed from other sources and a mortgage for the entire amount given included in one mortgage to said other sources.
6. That it would be to the benefit and advantage of said Tabitha C. Lemen, the in-