

marketable,

It appears from the testimony taken in the case that the lot in question was intended to be conveyed to the present vendor, T. A. Sigafoose, by Jacob Taylor, William Sigafus and Henry Sigafus, by deed dated January 8 1877, and duly recorded in liber T. G. No. 5 folio 477 one of the land records of Frederick County.

This deed however, was defective in that it was not signed by "Hollen Sigafoose, Admr. of William Sigafoose, and was not acknowledged by James Taylor although signed by him.

While the deed is defective, the testimony shows however, that the grantee therein, T. A. Sigafoose though then a boy of nine years of age, lived on the premises at the time the deed was made, and has ever since been in open, notorious, exclusive, peaceable and adversary possession thereof either in person or by his lawful tenants. That he lived on the property until about twenty-five years of age when he rented it and has ever since collected the rents. That either he or his mother has ever since the date of the above mentioned deed paid the taxes on the property and exercised all the rights of a fee simple owner of the premises.

Several witnesses who have been residents of Brunswick (formerly Berlin) for many years, even long before the date of the the deed, testified that they never knew of anyone claiming or exercising ownership of the property in question since 1877, except the Plaintiff in this case, T. A. Sigafoose.

It is now thirty-eight years since the date of the deed, and the grantee in that deed is now forty-seven years old. There can in these circumstances, be no legal claim or right to the property other than that of the grantee in the deed of the Plaintiff in this case. Having had paper title and open notorious, exclusive, uninterrupted, peaceable, adverse possession of the property for more than twenty years, the law excludes after such lapse of time, the claims of every other person not claiming under him. They are barred by lapse of time.

I cannot doubt that the Plaintiff's title to the property is good and marketable. I am convinced beyond all question that his paper title is perfected by prescription.

No question is raised as to the wife of the Plaintiff joining in the deed of conveyance in order to relinquish her dower rights therein, but it is understood that she will so join and thereby convey to the purchaser a good and marketable title to the property.

It is thereupon this 16th day of April, A. D. 1915, by the Circuit Court for Frederick County, sitting as a Court of Equity, and by authority thereof, adjudged, ordered and decreed that the title to said real estate is good and marketable and that the defendant John H. Fleetwood pay to the Plaintiff, Thomas Albert Sigafoose, on or before April 30, 1915, or bring into this Court to be paid to him, on or before said date, the sum of \$1,240.00, provided that the Plaintiff, at or before the time the money is paid to him as aforesaid deliver unto the defendant a good and sufficient deed conveying to him in fee said lot of ground and improvements, mentioned and described in the contract of sale of date January 9th 1915, and further and more fully described in the Bill of Complaint and in the testimony taken in this case, free and clear of all encumbrances and liens thereon; and it is further adjudged and ordered that upon failure of the defendant to comply with this decree within the time limited by the terms thereof, then the plaintiff shall have leave upon application, to sell the said lot of ground, property and premises at the risk of the defendant and to charge any deficiency in the proceeds of sale, after deducting the reasonable costs and expenses of sale, to the defendant; and it is further adjudged, ordered and decreed that the defendant pay the costs of these proceedings.

Glenn H. Worthington.