

I find that they do not pass to the purchaser under the terms of the sale, taking together the printed advertisement of sale and the verbal statements made by the trustees at the time of the sale. I do find, however, that the purchaser is entitled to the landlord's share of the growing crop of corn on the place, and has the right to enter the premises with hands, horses, plows and wagon, for the purpose of hauling out manure and spreading it on the land, and of plowing the land intended for the fall crop of wheat. This right to be exercised in a reasonable way so as to do the least possible injury to the growing crops, fruit, pasture and possessions of the present occupants, and they on their part have no right to impede or hinder the exercise of the privilege by the purchaser, William H. Layman, of putting out the fall crop of 1915, and they, as it appears to me now, should surrender entire and peaceable possession to the said purchaser on or before April 1st, 1916, of the whole farm, its buildings and improvements, its privileges and appurtenances, without molestation or resistance. The injunction heretofore granted will not now be dissolved because it was based upon an allegation and affidavit of anticipated wrong and injury to the purchaser of the property by the planting of millet and other grains than was contemplated by the terms and conditions of sale, and of course no such use of the lands should be allowed or permitted, but I do not find that the present occupants have violated the injunction by what they have done in the way of plowing in the two fields mentioned for the purpose of planting corn therein. They are therefore absolved from the alleged contempt of Court set forth in the petition to require them to show cause why they should not be attached as for contempt in disobeying the injunction. The Court finds that they have not disobeyed the injunction heretofore issued against them in the premises. It is thereupon, this \_\_\_\_\_ day of July, 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 findings of the Court as to the verbal terms and conditions of the sale of the farm mentioned in these proceedings, as set forth in the foregoing opinion, be and the same are hereby incorporated in and made a part of the terms of sale set forth in the report of sale filed in this cause on May 17, 1915, by the trustees, as fully as if set forth in said report of sale; and it is further adjudged and ordered by the authority aforesaid, that the present occupants of the said farm, Misses Rosa and Sevilla A. Layman, be and they are hereby declared not to be in contempt of Court as for violating the injunction heretofore issued against them in the premises; and it is further ordered by the authority aforesaid that the costs of the petition of the purchaser and of the injunction proceedings to be paid out of the fund in the hands of the trustees as part of the taxed cost of the case.

The sale will be ratified with reference to this opinion and decree, in the usual way.

Glenn H. Worthington.

Filed July 26 1915.

DECREE

Colonel Layman and  
Zoa Layman his wife,  
vs.  
Jacob Layman et al.

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No. 9204 EQUITY.  
In the Circuit Court for  
Frederick County, sitting  
as a Court of Equity.

The above cause standing ready for a hearing, and being submitted, the Bill, Answer, Exhibit \_\_\_\_\_ testimony \_\_\_\_\_ and all other proceedings were by the Court read and considered.

It is thereupon, this 25th day of September in the year Nineteen Hundred and Fifteen by the Circuit Court for Frederick County, as a Court of Equity, and by the authority of said Court, adjudged, ordered, and decreed, that the decree heretofore passed, in anticipation of a final decree, for the sale of the land and premises mentioned in these proceedings, be and it hereby confirmed as and for the final decree in the case

Hammond Urner  
Glenn H. Worthington.