induce her to sign being unavailing,proceedings were instuted in this cause for the specific performance of the contract of sale.She being a non-resident,an order of publication was published against her as the law requires,and a decree pro-confesso obtained thereon in due course.Sobsequently the appearence of Mr. Jacob Rohrback,Solicitor of the Court,was entered for her of record.Some question was raised at the argument as to wether notice by publication to a non-resident,was adequate notice to entitle the plaintiff to a decree.But the case of Worthington vs.Lee,61 Md.530; Chappell vs.Clark,94 Md.182,and Hollander vs.Central Metal Co.,109 Md.149,and Code Art.16,Sec.124, seems to answer the question emphatically in the affirmative.

Some question was also raised atbthe argument as to the statue of frauds having been complied with But the plaintiff exhibits the written authority to Mr.Dennis to sell,signed by defendant,and a signed memorandum of purchase by the purchaser through her husband as her agent.It has been held that the authority to an agent to sell or to buy need not be in writing.

Moore vs.Taylor,81 Md.644.

Tritapoe vs,Zimmerman,No.8476 Equity.

But here we have written authority to Mr.Dennis to sell,and a signed and accepted written acknowledgement of purchase from the purchaser by her agent,ratified and confirmed by all the heirs, their representive waives and husbands,except this one heir who refuses to complete her contract of sale.Courts would be absurdly ineffectual instruments for the protection and enforcement of rights and the redress of wrongs if their were no power in them to complete the purchaser's contract of purchase under the circumstances of this case,and to pertect her title to the property which she bought and avows herself ready and willing and able to pay for.

It is unfortunate for this defendant that she should obstinately and persistently refuse to sign the deed,for the decree must against her and the costs of the proceedings must charged against her interest in the proceeds of sale.

Deeming the case for specific performance of the contract of sale fully made out by the proceedings and evidence,the Court will pass a decree appointing a trustee to convey to the purchaser all of defendant,Bertha R.Strube's interest in the lands inherited by her and described in the advertisement of sale annexed to the memorandum of purchase.

It is thereupon,this 6th day of December,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 complainant, Minnie N.Perry,is entitled to have the contract of sale mentioned in these proceedings specifically enforsed against the defendant,Bertha R.Strube;and it is futher adjudged,ordered and decreed by the authority aforesaid,that a good and sufficient deed be executed,conveying all the right, title,interest and estate of the said Bertha R.Strube,both at law and in Equity,in and to the land and premoses in these proceedings mentioned and described as having been inherited by her and others,and sold bythe agentGeorge R.dennis Jr.,to the complainant,Minnie N.Perry,unto the said Minnie N.Perry,her heirs and assigns,in fee simple,upon the payment into this Court,by the said purchaser,of said Bertha R.Strube's proportionate part of the purchase money foe said lands and premises,to be held by the Clerk of this Court subject to the further of the Court.

And it is further adjudged,ordered and decreed by the authority aforesaid,that Charles McC.Mathias be and he is hereby appointed trustee to execute said deed on behalf of said Bertha R.Strube,and that said Bertha R.Strube pay the costs of these proceedings.

Glenn H.Worthington

Filed December 6-1915.

PETITION AND COURT'S ORDER.

Minnie N.Perry and Dr.Benjamin C.Perry,Agent vs. Bertha R.Strube and George R. Dennis.	:	No. 9336 EQUITY. In the Circuit Court for Frederick County,sitting as a Court of EQUITY.

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