

Gardner be released and Maud Gardner be substituted purchaser in his stead of the above real estate on the same terms and conditions, said order being passed April 18th, 1902,

10. That the petition and report of sales made by your Petitioner with Maud Gardner as the substituted purchaser, was finally ratified and confirmed by this Honorable Court and the papers referred to the Auditor to state an account, said ratification taking place the 28th, day of June, 1902,

11. That no audit has ever been stated in this case, and that the said Maud Gardner has paid no part of the aforesaid purchase money, although she has had notice of the ratification of said sale, so made as aforesaid, and twelve years have elapsed since said ratification,

12. That on July 1st, 1902, your Petitioner paid the cost in this case, which amounted to \$28.00, and was himself paid the said costs and the sum equal to the principal and interest of the mortgage aforesaid, by his brother Elmer E. Mateny, about \$128.00 or \$130.00 in all,

13. That the principal and interest on said mortgage to date amounts to One Hundred and Sixty Dollars and Eighty Cents (\$160.80), with which the costs aforesaid totals One Hundred and Eighty Eight Dollars and eight cents, which is the amount now due Elmer E. Mateny, my brother,

14. That in the last ten or twelve years my said brother Elmer E. Mateny has kept up the taxes, insurance and repairs on the said real estate and for these purposes has expended about \$511.30, for which he has not been reimbursed,

15. That during the last ten years my said brother Elmer E. Mateny, has been the sole tenant and occupant of said property, without paying rental, the reasonable value of which is about \$48.00 per year, or \$480.00 for the ten years; Your petitioner therefore prays that the said Maud Gardner, who, he is informed is now a resident of Braddock Pennsylvania at 418 Hawkins Avenue, may be compelled by decree or order of this Court, to pay the aforesaid purchase money, with interest thereon, and in default thereof, that the aforesaid parcel of real estate may be decreed to be resold for the purpose of raising the same, or such other or further relief granted unto your Petitioner as his case may require. And may it please your Honor to grant unto your Petitioner a subpoena, commanding the said Elmer E. Mateny to be and appear in this Court on some certain day therein named to answer the premises and abide by and perform such order or decree as therein may be passed.

And as in duty, etc.

Solicitor, Edagr H. McBride.

Thomas E. Mateny  
Assignee of Mortgage.

STATE OF MARYLAND, Frederick County, to-wit:-

I hereby certify that on this 3rd, day of July, in the year 1915, before me, the Subscriber, Clerk of the Circuit Court for Frederick County, Maryland, personally appeared Thomas Clinton Mateny, Assignee of Franklin Savings Bank of Frederick and made oath that the matters and things in the foregoing petition are true and boni-fide as therein set forth, to the best of his knowledge, information and belief.

Harry W. Bowers Clerk.

On the foregoing petition it is ordered by the Court this 3rd, day of July, 1915, that the said Maud Gardner bring into this Court the said sum of Four Hundred and Seventy-Five (\$475.00) Dollars with interest thereon, from June 28th, 1902, or show good cause to the contrary on or before August 25th, next, provided a copy of this order, together with a copy of the foregoing petition, be served on the said Maud Gardner on or before the 17th, day of July 1915.

Glenn H. Worthington  
Judge.

Filed July 3rd, 1915.

THOMAS CLINTON MATENY, ASSIGNEE,  
VS.  
MAUD GARDNER AND ELMER E. MATENY.

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No. 7 4 7 9 EQUITY.  
IN THE CIRCUIT COURT FOR FREDERICK  
COUNTY, sitting in E Q U I T Y.

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TO THE HONORABLE THE JUDGES OF THE CIRCUIT COURT FOR FREDERICK COUNTY SITTING AS A COURT OF EQUITY:  
The Petition of Thomas Clinton Mateny, Assignee of the Franklin savings Bank of Frederick, respectfully shows,

1. That on the 28th, day of July, 1891, Emiline gardner and William, her husband, executed a mortgage in favor of the Franklig Savings Bank of Frederick for the consideration of one hundred dollars to secure the payment of a certain promissory note drawn in favor of said bank, a renewal of said note being