

can better be disposed of when the issues between the two are more distinctly presented, What we have to deal with first and foremost is the liability of Maud Gardner to the assignee of the mortgage and we hold that she is legally bound to pay the purchase price. \$475.00, with interest thereon from June 28th, 1902, the date of the ratification of the sale, and if she fails to pay that amount within the time limited by the Court's order to be passed herein, a resale of the property will be ordered at her risk. If it brings more than the amount of the purchase money, she will have the benefit it is brings less, it will be her loss. The claim on her part that Lorenzo Gardner told her she should have the property for caring for her husband's father, the second husband of Emiline Gardner, cannot be seriously considered.

When the audit is made up, the mortgage debt and interest should be audited to Thomas C. Mateny, Assignee, to the use of Elmer E. Mateny, and also the costs paid by him. Any surplus of the proceeds of sale, whether paid by Maud Gardner or derived from the resale of the property, would go to the heirs of Emiline Gardner.

A decree will be passed directing Maud Gardner to pay the purchase money and interest by a certain time, and if she fails to comply, the property will be decreed to be resold. It is thereupon this 10th, day of November, 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 Maud Gardner, otherwise known in these proceedings as Evelyn M. Gardner, pay to Thomas C. Mateny, Assignee of the mortgage, under the power contained in which the real estate mentioned in these proceedings was sold, or bring into Court to be paid to him, within thirty days after the date of this decree, the sum of Four Hundred and seventy-five Dollars (\$475.00) with interest thereon from June 28, 1902, and upon her failure to comply herewith within the time limited as aforesaid, the Court will upon application, pass a decree for the resale of the property at her risk.

Filed Nov-10-1915.

Glenn H. Worthington

CONSENT TO SALE

TO THE HONORABLE THE JUDGES OF THE CIRCUIT COURT FOR FREDERICK COUNTY SITTING AS A COURT OF EQUITY:-

We, the undersigned, being all of the heirs at law and parties (or their proper and legal representatives) interested in the real estate involved in this case, it being all that lot of ground improved by a dwelling house and situated in Petersville, Frederick County, Maryland, and owned and possessed by Emiline Mateny at the time of her decease, and in the proceeds that may result from the sale thereof, do hereby consent to a sale of the said real estate in this case as and on what terms the Court may now or hereafter decree and do hereby consent and ask that the same be not sold at the risk of Evelyn Maud Gardner, that she the said Evelyn Maud Gardner be not held liable for any deficiency in said sale and that she be not entitled to any surplus or excess resulting therefrom, as compared to the proceeds of the sale of the said real estate on March 19th, 1902 and interest thereon.

And as in duty etc.

Ida Mateny

Nellie May Mateny

Mary Lela Havington

Helen Emeline Mateny

Guy Mateny

Ervan H. Mateny

Elmer E. Mateny

Mary Alice Mateny

Nathaniel K. Gardner

William A. Gardner Jr.

Evelyn Maud Gardner

The Colonial trust Co. Guardian
of Elizabeth E. Gardner, Lorenzo S.
Gardner, Nellie L. Gardner

W.P. Welker, Asst. Treas.

Filed Feby. 26, 1916.