

and 3/10 perches of land, more or less, from a certain David D. Thomas and J. Travers Thomas, Executors at and for the sum of (\$8364.76-1/2,) Eight Thousand Three hundred and sixty four dollars and seventy six and one half cents, and that the said John H. Allnutt borrowed the whole of the purchase money from the Citizens National Bank of Frederick, Maryland, upon a certain promissory note, which is dated April 18th., 1914, payable six (6) months after date and that the said sale and the proceedings relating thereto will more fully appear by reference to the proceedings in No. 9137 Equity, in the Circuit Court for Frederick County; and that the said Executors executed a deed for said real estate to the said John H. Allnutt, which said deed is recorded in Liber H.W.B. No. 308, folio 459, one of the land records for Frederick County and a certified copy marked "Exhibit Deed" is filed here with, and prayed to be taken as a part hereof; the said farm was sold subject to a Mortgage of \$8500.00, from the said Mary Catherine Thomas unto a certain Frank C. Norwood, which is dated February 2nd, 1903, and recorded in Liber D.H.H. No. 18, folio 195, one of the land records of Frederick County and the said Mortgage still is due and unpaid.

FIFTH. That it was understood and agreed by and between the said John H. Allnutt and the said Mary Catherine Thomas that the said John H. Allnutt should pay the purchase price for said farm at the date of said sale and that he should subsequently make re-payment unto himself, of the purchase price of said farm from the proceeds of the trust estate of the said Mary Catherine Thomas, when the same should come into his hands, and he should grant and convey said real estate unto her; that the said John H. Allnutt did apply a part of the sum of \$5091.14, as shown in said audit of date of July 20th, 1915, upon the payment of the purchase price of said farm, that on the third day of March, 1915, the said John H. Allnutt executed a renewal note to the said Citizens Bank of Frederick, which including the interest due on said original note, amounts to the sum of \$9088.89, which said note is payable on demand after date, and that on the 16th, day of August, 1915, the said John H. Allnutt applied the sum of \$4337.32, which has been received by him as Trustee of the said Mary Catherine Thomas as a credit upon said note, and the balance is now \$5000.00, with interest from August 16th., 1915.

SIXTH. That the said John H. Allnutt died on or about the 9th, day of December, 1915, without having conveyed the said real estate unto the said Mary Catherine Thomas, and that the said John H. Allnutt left a last will and testament which is dated July 30th, 1910, and which was duly probated in the Orphans Court for Frederick County, on September 16th, 1915, under and by virtue of which said will the said testator authorized his executor, George S. Allnutt to make sale of his real estate and personal property and directed that he should pay out of the proceeds thereof, the sum of \$2500.00, to the said George H. Allnutt, \$2500.00, to Mrs. Thomas Fisher and \$2500.00 to Mrs. George T. Droneburg, and the said testator then directed that the rest and residue of his estate should be equally divided between his brothers and sisters as follows; - George S. Allnutt, Richard J. Allnutt, Edward L. Allnutt, Mrs. Thomas Fisher, and Mrs. George T. Droneburg; that the said George S. Allnutt has given bond for the proper discharge of his duties, and a copy of said will duly certified, marked "Exhibit Will" and Letters of Exemplification marked "Letters of Exemplification" are filed herewith and prayed to be taken as a part hereof.

SEVENTH. That your Orators allege that by the purchase of said farm by the said John H. Allnutt in pursuance of the agreement entered into between himself and the said Mary Catherine Thomas, that a trust in said real estate was created in favor of the said Mary Catherine Thomas and that she is entitled to the proceeds arising from the sale of the aforesaid real estate after the payment of the amounts advanced by the said John H. Allnutt for the purchase thereof.

EIGHTH. That the said George S. Allnutt, Richard J. Allnutt, Emma Droneburg, MaMie Fisher and Edward L. Allnutt are all of the heirs at law of the said John H. Allnutt and are also all the persons named as beneficiaries under the will of said John H. Allnutt.

NINTH. That shortly before the death of the said John H. Allnutt the said Mary Catherine Thomas, who was at the time mentally competent to attend to her own affairs, requested the said John H. Allnutt to make sale of the said farm, and the said John H. Allnutt agreed to do so, but that the said John H. Allnutt became ill shortly thereafter, and died without having having carried out HER directions, and the said Mary Catherine Thomas has since become very infirm in mind and body and she is