

ORDER NISI ON SALES.

William A.Lingg, Clarence
V.Lingg et al

vs.

William A.Lingg et al.

"
"
"
"
"
"
"

No.9728 Equity, In the Circuit
Court for Frederick County,
sitting as a Court of Equity.
March Term, 1918. In the Matter of the
Report of Sales filed the 18th day of
March 1918.

-----0-----

ORDERED, That on the 9th day of April 1918, the Court will proceed to act upon the Report of Sales of Real Estate, reported to said Court by W. Clinton McSherry Trustee in the above cause, and filed as aforesaid, to finally ratify and confirm the same, unless cause to the contrary thereof be shown before said day; provided a copy of this order be inserted in some newspaper published in Frederick County for three successive weeks prior to said day.

The report states the amount of sales to be \$2,875.00.

Dated this 18th day of March 1918.

Eli G. Haugh
Clerk of the Circuit court for Frederick County, Md.

The News, Frederick, Md, April 9th, 1918.

THIS IS TO CERTIFY, That the annexed Order Nisi on Sale, was published in "THE DAILY NEWS" a newspaper published in Frederick County, once a week for three successive weeks prior to the 9th day of April 1918.

(Filed April 9th, 1918)

The News.
Per. J. Harry Brandenburg.

OPINION AND DECREE .

No. 9728 Equity.

William A.Lingg et al

vs.

William A.Lingg et al

"
"
"
"
"
"

In the Circuit court for
Frederick County, sitting
as a Court of Equity.

-----0-----

Opinion and Decree disposing of the demurrer to the petition of George T.Lingg and others.

We are unable to see how the petitioners in this cause can maintain their claim to share in the proceeds of the sale of real estate described in Exhibit A, filed with the original bill of complaint in this case, upon the allegations of the petition.

Solicitor for petitioners concedes, as he must, that the deed of conveyance of date November 24, 1894, from Michael Lingg to Margaret Hanly, is binding upon the grantor, Michael Lingg, and upon the petitioners, who are his children. If Michael Lingg made the conveyance to Margaret Hanly for the purpose of hindering or delaying his creditors, a court of equity would not aid him or his heirs to recover the same. Roman vs. Mali, 42 Md. 574. It is contended, however, that the alleged subsequent promise of Margaret Lingg, then the second wife of Michael Lingg, to devise the said real estate so that all the children of Michael Lingg, as well as those by his first as those by his second marriage, should share in said real estate or in the distribution of the proceeds of the sale thereof, was binding upon her and that, as she failed to carry out her promise and agreement to that effect, that the jurisdiction of the Court of Equity may now be invoked to effectuate or specifically enforce the said agreement. Unless the agreement or promise could be constructed to be a declaration of trust, it would have no consideration to support it, and if construed to be a declaration of trust, it would not be valid unless manifested in writing signed by the party. Albert vs. Winn, 5 Md. 66. Indeed any agreement concerning the final disposition of lands, to be binding, must be in writing signed by the party to be charged. Ibid. There is nothing in the petition to suggest the idea of any writing signed by Mrs. Lingg, and indeed the solicitor for petitioners stated that the promises on which he relied were verbal only. Had Mr. Lingg entered into an agreement with his wife as to the disposition of the property after their death, such an agreement, under the statute of frauds, should have been reduced to writing and signed, and whether the promise of Mrs. Lingg to devise the property, as above indicated, was a contract concerning the final disposition of the property after their death, or was a declaration of